

DIGEST OF ENGLISH LAW REPORTS.

with the costs of the executors, must be paid by the residuary legatee.—*Spencer v. Ward*, L. R. 9 Eq. 507.

5. A testatrix gave an annuity of £40 to I. in a certain contingency; she also bequeathed to I. a legacy of £30. In a codicil she said, "And I increase the immediate annuity of £30, left by my will to I., to an annuity of £50." *Held*, that I. took an annuity of £50, instead of the legacy of £30.—*Ives v. Dodgson*, L. R. 9 Eq. 401.

6. A testator devised to trustees, upon trust to permit his brother-in-law, H. M., and all his brothers and sisters, to enjoy the rents and profits, in equal shares for their lives, with benefit of survivorship where any of them died without leaving children; but where any of them died leaving children, then upon trust to let such children have their parents' share of the rents and profits. One brother of the testator died before the date of the will, leaving children; H. M., and one sister and one brother, died after the date of the will and before the death of the testator, all leaving children; five brothers and one sister survived the testator. *Held*, that the children of H. M. and the brother and sister who were living at the date of the will, were entitled to shares in the rents and profits, but that the children of the brother who died before the date of the will were excluded.—*Habergham v. Ridehalgh*, L. R. 9 Eq. 395.

7. A testator bequeathed to trustees all his personal estate, "save and except the sum of £500 payable at my death, under a policy of insurance, to my wife Hannah Hall, and to which she is absolutely entitled under the said policy." The only policy of insurance possessed by the testator was payable to himself and his representatives; his wife had no interest in it. *Held*, that the £500 payable under the policy was given by implication to the wife.—*Hall v. Leitch*, L. R. 9 Eq. 376.

8. A bequest of "one-fifth part of my residuary estate unto each of my two sons James Clark and Charles Clark absolutely, and to be paid and transferred to them respectively or to such of them as shall be living at the time of the decease of my said wife," is equivalent to a bequest of two-fifths to the two sons equally, or to such as shall be living at the death of the wife; and Charles Clark having died without issue in her lifetime, James Clark was held to be entitled to the two-fifths upon her decease.—*In re Clark's Trust*, L. R. 9 Eq. 378.

9. In 1811 the Duchess of Buccleugh made a settlement of the Cardigan family plate upon trust for Robert, Earl of Cardigan, during his life, and after his decease for James Thomas, Lord Brudenell, only son and heir apparent of said Robert, during his life, and after his decease for the first son of said James Thomas, Lord Brudenell; provided, that if such first son should die under twenty-one, without leaving issue male living at his decease, then in trust for the other sons of said James Thomas, Lord Brudenell, successively; but if said James Thomas, Lord Brudenell, should have no sons, or all should die under twenty-one, without issue male living at their decease, then in trust for the other sons of Robert, Earl of Cardigan, successively; and if there should not be any son of said Robert, Earl of Cardigan, or of the said James Thomas, Lord Brudenell, who should live to attain twenty-one, or should die under that age leaving issue male living at his death, then in trust for said Duchess of Buccleugh, her executors, &c. The only son of Robert, Earl of Cardigan, was James Thomas, Lord Brudenell, who attained twenty-one, and died without issue. *Held*, that the failure of sons of Robert, Earl of Cardigan, mentioned in the settlement, meant the failure of such sons as were before mentioned, and that upon the death of James Thomas, Lord Brudenell, without issue, the limitation to the Duchess of Buccleugh took effect.—*Cardigan v. Curzon-Howe*, L. R. 9 Eq. 358.

See CLASS; COMMITMENT; COVENANT; CY PRES; DEVISE; FALSE PRETENCES; FORGERY; INVESTMENT; SETTLEMENT, 2; SPECIFIC PERFORMANCE, 2; WILL, 1-4.

CONTRACT.

1. The defendant ordered of the plaintiffs "a small cargo" of lathwood, "in all about sixty cubic fathoms," and the plaintiffs accepted the order. The plaintiffs chartered a vessel and loaded her for the defendant's port with eighty-three fathoms of lathwood; on her arrival the plaintiffs' agent set apart the amount of the defendant's order, but the defendant would not accept it. In an action for non-acceptance, *held* (Martin, B., dissenting), that the word "cargo" meant the whole loading of the ship, and that therefore the plaintiffs had not completed the defendant's order.—*Kreuger v. Blanck*, L. R. 5 Ex. 179.

2. A building contract provided that the work should be completed by Oct. 2, 1868, but that if by certain contingencies the contractor should in the opinion of the architect have been unduly delayed, it should be lawful for the