

## DIGEST OF ENGLISH LAW REPORTS.

*Attorney-General v. Wax Chandlers' Co.*, L. R. 6 H. L. 1; s. c. L. R. 5 Ch. 503; L. R. 8 Eq. 452; 4 Am. Law Rev. 463; Am. Law Rev. 298.

CHARTER-PARTY.—See CONTRACT, 2.

## CLASS.

Bequest "unto each of my four nieces, the daughters of my deceased brother, Y., the sum of £500." Y. had five daughters at the date of the will and of the death of the testator. *Held*, that the above blank did not affect the general rule, and that said five children took £500 each as members of a class.—*McKechnie v. Vaughan*, L. R. 15 Eq. 289.

CODICIL.—See LEGACY, 4; WILL, 5, 6, 8.

COMMON CARRIER.—See CARRIER.

## CONDITION.

A testator bequeathed £17,000 to F., provided F. relinquished, within six months after attaining twenty-one, all his interest under his father's marriage settlement. In case of neglect the legacy to be reduced to £12,000, and £5000 to fall into the residue. F. was ignorant of the legacy until more than six months after his attaining twenty-one, but subsequently relinquished his interest under said settlement. *Held*, that as neither ignorance, illness, nor neglect would excuse performance of said condition, said £5000 fell into the residue.—*In re Hodges' Legacy*, L. R. 16 Eq. 92.

See LEGACY, 6; VENDOR AND PURCHASER, 2.

CONFUSION.—See CHARITY.

CONSTRUCTION.—See APPOINTMENT; ATTORNEY; BANKRUPTCY, 3; CHARITY; CLASS; CONDITION; CONTRACT; EVIDENCE; INSANITY; LEGACY; LIMITATION; POWER, 1; RESERVATION; UNDUE INFLUENCE; USES, STATUTE OF.

CONFLICT OF LAWS.—See MARSHALLING ASSETS.

## CONTRACT.

1. V. accepted an offer of marriage from F. subject to the approval of her (V.'s) father. The father assented and wrote to F., stating: "V. being my only child, of course she will come into the possession of what belongs to me at my decease." The mother of F. wrote to V.'s father concerning his settling £4000 upon F., and the father wrote in reply that he could not take that sum from his business, but that he had made a will leaving all his estate to V. for life, remainder as she should by will appoint; he added: "It has been my intention, in the event of the marriage taking place, to make a similar will in accordance with the facts, and of course I should settle my property on my daughter absolutely and independent of her husband, or in other words, in strict settlement. I will take care that my property shall be properly secured upon her and her children after her death." The marriage took place. V.'s father married again,

and made a will giving certain property to his wife. *Held*, that the said letters of V.'s father amounted to a contract to settle whole of the property of which he died seized or possessed upon V. in strict settlement.—*Coverdale v. Eastwood*, L. R. 15 Eq. 121.

2. The defendant chartered a vessel in France with a stipulation that the vessel should proceed with a cargo of hay to London; the cargo to be taken from the vessel *along-side*. Before the charter-party was entered into, it had been made illegal to land hay from France in Great Britain. On learning this the defendant, after some delay, received the hay from alongside the vessel in the Thames into another vessel and exported it. *Held*, that, as there was no intention to violate the law when the contract was made, and as the law was not in fact violated, the contract was not void; and that the defendant was therefore liable for said delay or demurrage.—*Waugh v. Morris*, L. R. 8 Q. B. 202.

See AUCTION; BANKRUPTCY, 5; CARRIER; FRAUDS, STATUTE OF, 1; FREIGHT; INFANT; INSURANCE, 2; RAILWAY, 1; TRUST.

CONTRIBUTORY.—See COMPANY, 4.

## COPYRIGHT.

By statute copyrighted prints must be engraved with the name of the proprietor. The plaintiff's engravings were marked "Rock & Co., London." *Held*, that the proprietor's name was sufficiently set forth on said engravings. *Rock v. Lazarus*, L. R. 15 Eq. 104.

CORPORATION.—See WRIT.

## COSTS.

1. Where A. has been subjected to a suit for unliquidated damages through the default of B., who declines to intervene, and judgment has been rendered against A., the right of A. to recover from B. the costs of defending such action depends upon whether it was reasonable in A. to defend such a suit, a question to be left to the jury.—*Morsels-Blanch v. Wilson*, L. R. 8 C. P. 227.

2. Rule for a new trial, "costs to abide the event." *Held*, that the "event" was the event of the trial as to the ground on which the verdict was set aside.—*Jones v. Williams*, L. R. 8 Q. B. 280.

CRIMINAL LAW.—See EMBEZZLEMENT; INDICTMENT; LARCENY.

CUSTOM.—See BANKRUPTCY, 3.

## DAMAGES.

The plaintiff carried on business in a warehouse held on long lease, and next to a free dock on the Thames. The dock was filled up under certain embankment acts, and the plaintiff's premises thereby permanently injured with reference to the uses to which he or any owner might put them. *Held* (by KELLY, C. B., BLACKBURN and ARCHIBALD, J. J., and BRAMWELL, B.; CLEASBY B., dissenting), that the plaintiff was entitled to compensation. See Land Clauses Consolidation Act, 8 & 9 Vict. c. 18, § 68.—*McCarthy*