

damage for loss of life, under the Act.—*Ths Franconia*, 2 P. D. 163.

Landlord and Tenant.—1. The plaintiffs let a house to the defendant for seven years from Lady Day, 1868. Defendant entered and occupied till the autumn of 1868, when he left for America, leaving the key with an agent with orders to dispose of the premises, if possible, or to make the best terms he could with the plaintiffs for a surrender. The agent gave up the keys to the plaintiffs in December, 1868. At the beginning of 1869, notices that the house was to let appeared in the windows, by plaintiffs' authority, and they attempted to let the house; and, during 1870, some of the plaintiffs' workmen, in their business, occupied the house a part of the time. In March, 1872, the house was let, and plaintiffs brought action for the rent up to that time. *Held*, that there was no evidence of a surrender of the defendant's lease by operation of law.—*Oastler v. Henderson*, 2 Q. B. D. 575.

2. The defendant let F. a house under a lease by which F. was to do all the repairs, with certain exceptions. The house was, at the time of the lease, in good repair, and the lease contained no stipulation that defendant should do any repairs. During the tenancy, owing to a portion of the house included in the exceptions being out of repair, a chimney-pot fell on the head of the plaintiff, who was a servant of F., and injured him. *Held*, that he could not recover of the defendant.—*Nelson v. The Liverpool Brewery Co.*, 2 C. P. D. 311.

Legacy.—1. A testator left a fund in trust to keep in repair a certain tomb, and when the surplus income reached £25, to pay the balance above £20, from time to time, for the relief of three poor persons in each of the parishes of C. and S. *Held*, that, as the provision about the tomb was void, the whole income should be applied to the second object.—*In re Williams*, 5 Ch. D. 735.

2. A testator, after certain specific bequests, proceeded: "I direct that my debts, including a debt of £300 owing from me to my daughter Jane, be paid." He owed his daughter Jane only £150. *Held*, that an intention to make Jane a bequest could not be understood, and that she was not entitled to the other £150.—*Wilson v. Morley*, 5 Ch. D. 776.

RECENT UNITED STATES DECISIONS.

Bills and Notes.—A written promise was given, to pay a sum in six months, "or before, if made out of the sale of" a certain article. *Held*, that this was a good promissory note, payable absolutely in six months.—*Walker v. Woollen*, 54 Ind. 164.

Burial.—The by-laws of a cemetery corporation required a written permit from the secretary for interments. The officers of the corporation resolved to refuse permits for the burial of colored persons. *Held*, that such refusal was unreasonable, and void as against persons who were already owners of lots in the cemetery.—*Mount Moriah Cemetery Association v. Commonwealth*, 81 Penn. St. 235.

Carrier.—The owners of a sleeping car, who receive payment for particular berths on each trip from passengers who have paid their fare on the railroad, no part of which fare goes to such owners, are not liable, either as carriers or inn-keepers, for money stolen from passengers on their car.—*Pullman Palace Car Co. v. Smith*, 73 Ill. 360.

2. A railroad is not liable as carrier for a passenger's baggage after it has arrived at its destination, and he has had a reasonable time to take it away; and such time is not extended by the fact that he is delayed on the way by illness.—*Chicago, Rock Island, & Pacific R.R. Co. v. Boyce*, 73 Ill. 510.

3. Carriers received goods for transportation, knowing them to be the property of the consignor; but without his knowledge, and without transporting them, delivered them at the place where they received them, on the consignee's order, to a third person. *Held*, that they were liable to the consignor.—*Southern Express Co. v. Dickson*, 94 U. S. 549.

Conflict of Laws.—1. A chattel mortgage, duly recorded as required by the law of the State where it is made, gives the mortgagee a good title as against a bona fide purchaser from the mortgagor in another State, whither the mortgagor has removed the chattels, and where the mortgage is not recorded.—*Hall v. Pillow*, 31 Ark. 32.

2. An anti-nuptial contract was made in Switzerland, where the parties lived and in-