

RECENT ENGLISH DECISIONS.

the Act uses the expression, "water rate," which, it is declared, shall include any rent, or reward, or payment to be paid to the undertakers for the supply of water. In the 68th section we find that water rates are to be paid by, and be recoverable from the person receiving the supply of water, and shall be payable according to the annual value of the tenement supplied with water. These payments are thus brought within the terms of the covenant."

SALE OF INTOXICATING LIQUOR TO DRUNKEN PERSON.

The next case to be noticed is one of some interest to temperance advocates, viz., *Cundy v. Le Cocq*, 13 Q. B. D. 207. The Licensing Act, 1872, Imp. 35 & 36 Vict. c. 94 sec. 13, makes it an offence for any licensed person to sell any intoxicating liquor to any drunken person. A publican sold intoxicating liquor to a drunken person, who had given no indication of intoxication, and without being aware that the person so served was drunk. And it was held by Stephen and Mathew, JJ., that the prohibition was absolute, and that knowledge of the condition of the person served with the liquor was not necessary to constitute the offence, "the existence of a *bona fide* mistake as to the condition of the person served, is not an answer to the charge, but is matter only for the mitigation of the penalties that may be imposed."

WILL, CONSTRUCTION OF—BEQUEST OF INCOME OF ESTATE TO WIDOW—DEBT DUE BY CHILD ENTITLED IN REMAINDER—INTEREST ON SUCH DEBT PAYABLE TO WIDOW.

Passing over the next five cases, which are not of any special interest in this Province, we come to the case of *Limpus v. Arnold*, 13 Q. B. D. 246, a special case submitted for the construction of a will.

The testator had bequeathed the income of his estate to his widow for life and, thereafter, he devised and bequeathed all his property equally among his children. The will contained a proviso, that any advances made to any child, with interest on

such advances as charged against such child in his private memorandum book in his own handwriting, should be taken in full, or part, satisfaction of such child's share—one of the children had been advanced by way of loan £2,000 on which interest had been paid to the testator during his lifetime, and which was charged in the testator's memorandum book, which contained the following entry:—"This is the memorandum book named in my will as containing the advances made by me to my children, and their husbands, to be taken in satisfaction of their respective shares in my estate." The question submitted for the opinion of the Court (Stephen and Mathew, JJ.) was, Whether the widow was entitled to the interest on the debt of £2,000, or whether the interest ceased to be payable on the testator's death.

Stephen, J., said:—"To my mind the crucial question in this case is, Whether the clause relating to advances was meant to take effect at the death of the testator, or the death of the widow. Looking at the will as a whole, and considering the apparent intention that the widow should during her life take the income of the whole of the testator's property as he enjoyed it in his lifetime, and that there should be perfect equality between the children, it seems to me that the intention was that the interest on the sum due from the defendant should continue payable during the widow's life." Mathew, J. concurred.

NEGLECTANCE—MASTER AND SERVANT—UNSAFE PREMISES—KNOWLEDGE OF MASTER—IGNORANCE OF SERVANT.

The case to be next considered is a decision of the Court of Appeal affirming a judgment of the Queen's Bench Division, viz.: *Griffiths v. London and St. Katharines Docks Co.*, 13 Q. B. D. 259; in which the Court held that in an action by a servant against his master to recover damages for personal injuries resulting from the unsafe state of the premises on which the servant was employed—the