

an order is made giving a plaintiff part of the relief asked for, and ordering taxation of his costs of the action, except so far as it relates to specified claims on which he has failed, and ordering taxation of the defendant's costs of those claims, with a direction to set off; the plaintiff is entitled to the general costs of the action, and the defendant is not entitled to have them apportioned.

EASEMENT — WATER — UNDERGROUND PIPE—SEVERANCE OF TWO TENEMENTS—APPURTENANCES — IMPLIED GRANT OF EASEMENT—TWENTY YEARS' ENJOYMENT—JUS TERTII.

*Schwann v. Cotton* (1916) 2 Ch. 459. This was an appeal from the judgment of Astbury, J. (1916) 2 Ch. 120 (noted ante vol. 52, p. 359) and the Court of Appeal (Lord Cozens-Hardy and Pickford and Warrington, L.JJ.) have affirmed his decision.

INDEMNITY—ASSIGNMENT OF AGREEMENT TO INDEMNIFY—AMOUNT RECOVERABLE AS INDEMNITY.

*British Union and National Ins. Co. v. Jackson* (1916) 2 Ch. 476. This was an appeal from the judgment of Astbury, J. (1916) 2 Ch. 152 (noted ante vol. 52, p. 360) and the Court of Appeal (Lord Cozens-Hardy, M.R. and Pickford and Warrington, L.JJ.) have affirmed the decision. This it may be remembered was the case where a married woman debtor not possessed of any separate property, except a contract of indemnity against the debt, assigned this contract to her creditor, and it was contended that the married woman having no property out of which the debt could be levied, therefore the surety could not be compelled to pay anything on his contract of indemnity, but this contention failed both before Astbury, J., and in the Court of Appeal. The Courts holding that the measure of the surety's liability is his principal's liability, and not his capacity to pay.

WILL—CONSTRUCTION—"NEAREST OF KIN OF MYSELF"—ARTIFICIAL FUTURE CLASS.

*In re Bulcock, Ingham v. Ingham* (1916) 2 Ch. 495. This was a summary application for the construction of a will whereby the testator devised certain lands, which, on the death of a tenant for life were limited "to the use of the nearest of kin of myself who shall then be living, and who shall be a male bearing the name of Bulcock, his heirs and assigns for ever, provided nevertheless that such person shall not claim through, or under, my late brother Ambrose Bulcock." At the death of the testator,