

children survived the testator, one of them died in the widow's lifetime leaving children, and the question to be decided was whether or not these children were entitled to their deceased parent's share. Joyce, J., decided in their favour, holding that the gift over on death of any one of the testator's children meant death in the lifetime of the testator. The Court of Appeal (Cozens-Hardy, M.R. and Farwell, and Kennedy, L.J.J.), however, reversed his decision, being of the opinion that the gift was a gift to a class ascertainable at the death of the testator and that it would therefore be impossible to give any effect to the gift over except by holding that the death therein referred to is a death of any of the children before the period of distribution; the children of the deceased child were, therefore, declared to have no interest in their deceased parent's share.

CHARTER PARTY—LUMP SUM FOR FREIGHT—LOSS OF SHIP BY EXCEPTED PERIL—DELIVERY OF PART OF CARGO—RIGHT OF SHIP-OWNER TO FREIGHT.

*Harrowing Steamship Co. v. Thomas* (1912) 3 K.B. 321. This was an action to recover a lump sum agreed to be paid for freight. By the charter-party the plaintiffs chartered their ship to the defendants to load a cargo of timber and carry it to a named port for a specified lump sum, which was payable on right delivery of the cargo. The charter party contained the usual exception of certain perils. The ship arrived with cargo on board outside the port of discharge, when, owing to heavy weather, she was driven ashore and became a total loss. Part of the cargo was washed ashore, collected and deposited on the dock premises, the rest was lost, the loss being due to one of the excepted perils. In these circumstances the plaintiff claimed to recover the full amount of freight and it was held by Pickford, J., that they were entitled to do so, as they had delivered so much of the cargo as they were not excused by the excepted perils from not delivering, and had thus performed their contract, notwithstanding that the ship had not completed her voyage and the delivery of the part of the cargo had been made otherwise than stipulated for.

CRIMINAL LAW—INDECENT ASSAULT ON GIRL UNDER THIRTEEN—ABSENCE OF AVERMENT OF AGE—INDICTMENT.

*Rex v. Stephenson* (1912) 3 K.B. 341. This was a prosecution for an indecent assault on a girl, who was under thirteen years of age. The indictment contained no averment as to the