

was for the benefit of creditors of the insured. During the year the insured, while insane, committed suicide. It was contended by the plaintiffs that the warranty which was contained in the application for the policy (which by the terms of the policy was made a part of the contract) was not a condition the breach of which would avoid the policy, but merely a personal warranty or independent agreement in respect of which the defendants would have a remedy against the insured's estate. Bigham, J., however, held that the clause in question constituted a limitation of the defendants' liability and that in the event which had happened they were discharged from liability.

TIME—COMPUTATION OF TIME—LIMITATION.

Beardsley v. Giddings (1904) 1 K.B. 847, was a prosecution under the Sale of Foods and Drugs Act, and the question was whether it had been brought in time. The Act prescribed that a prosecution shall not be instituted after the expiration of twenty-eight days from the time of purchase. On a case stated by magistrates, the Divisional Court (Lord Alverstone, C.J., and Wills and Kennedy, JJ.) held that the laying of the information, and not the service of the summons, was the institution of the prosecution.

WILL—CONSTRUCTION—PRECATORY TRUST—"I DESIRE."

In re Oldfield, Oldfield v. Oldfield (1904) 1 Ch. 549, the doctrine of precatory trusts was again considered by Kekewich, J., and the Court of Appeal, and practically the same conclusion was arrived at as in *Re Hanbury* (noted ante p. 378). In the present case the testatrix gave all her property to her two daughters equally, "as tenants in common for their own absolute use and benefit," and appointed them her executrices. She however added, "my desire is, that each of my two daughters shall during the lifetime of my son pay to him one-third of the respective incomes of my said two daughters accruing from the moneys and investments of this my will." Counsel for the son argued that the clause created a trust in his favour, and that the decisions of the Court of Appeal in *In re Hamilton* (1895) 2 Ch. 370, and *Hill v. Hill* (1897) 1 Q.B. 483, and *Re Williams* (1897) 2 Ch. 12, were erroneous, having regard to the fact that the rule laid down by Lord Alvanley in *Malim v. Keighley*, 2 Ves. Jr. 333, that "wherever any person gives property and points out the objects, the persons, and the way in which it shall go, that does create a trust, unless he shews clearly that his