

DIGEST OF THE ENGLISH LAW REPORTS.

nified, even if there was no notice of dishonor. Demurrer sustained.—*Foster v. Parker*, 2 C. P. D. 18.

4. In an action against an indorser of a bill of exchange, the indorser set forth in his defence that the bill was an accommodation bill, drawn, accepted, and indorsed to enable another indorser to raise money upon it, and that such other indorser had promised to meet the bill, but had failed to do so, and that the said indorser, the defendant, had never received notice of the dishonor of the bill. *Held*, that the defendant was entitled to notice of dishonor of said bill.—*Turner v. Samson*, 2 Q. B. D. 23.

5. M. bought on Feb. 11 from L. drafts by L. upon a Cadiz merchant. By custom of the London money market such bills are paid for upon the first postday after their purchase, which in this case was Feb. 14. On Feb. 12, L. was pressed by his bankers to reduce the debt he owed them, and accordingly on Feb. 14 gave them an order requesting M. to pay them the amount of said drafts. On Feb. 14, M. gave said bankers his check for the amount of said drafts, and the bankers delivered to M. the said order of L. on M. On the same day, L. failed, whereupon M. stopped payment of the check he had given to said bankers. *Held*, that the bankers were entitled to recover from M. the amount of his check.—*Misa v. Currie*, 1 App. Cas. 554.

BROKER.—See INSURANCE, 2.

CALLS.—See WILL, 2.

CARRIER.—See ESTOPPEL.

CHARITY.

A testator directed that certain funds, over which he had power of appointment, should, unless otherwise specifically disposed of by a codicil to his will, become part of his residuary estate. By a codicil, the testator gave legacies out of said funds to certain societies, and the residue he directed to be given to such charitable institutions as he should by any future codicil direct, and, in default thereof, to be distributed by his executors at their discretion. The testator made no further codicil. *Held*, that the gift of the residue was to be distributed among charitable institutions as the executors should direct.—*Pocock v. Attorney-General*, 3 Ch. D. 342.

CHARGE.—See PRIORITY, 2.

CHECK.—See BILLS AND NOTES, 5.

CHILDREN VENTRE SA MERE.—See LEGACY, 1.

CLASS.—See LEGACY, 1, 8; PERPETUITY.

CODICIL.—See WILL, 1.

COLONIES, ENGLISH.—See LIMITATIONS, STATUTE OF.

COMMON CARRIER.—See CARRIER.

COMPANY.

A Single shareholder cannot constitute a "meeting" of a company under 32 and 33 Vict. c. 19, § 4.—*Sharp v. Davies*, 2 Q. B. D. 26.

See JUDGMENT; WILL, 2.

CONDITION.—See ANNUITY, 1; APPOINTMENT, 2; VENDOR AND PURCHASER, 1.

CONFIRMATION.—See SETTLEMENT, 1.

CONSTRUCTION.—See ANNUITY; APPOINTMENT; CHARITY; CONTINGENT REMAINDER; DEVISE; ILLEGITIMATE CHILDREN; INSURANCE,

2, 3; LEGACY; MORTGAGE, 1; PERPETUITY, REMAINDER; SETTLEMENT, 4, 5; STATUTE; TRUST; WILL, 2.

CONTINGENT REMAINDER.

A testator devised one moiety of his real estate to two trustees and their heirs, "to the several uses and upon the several trusts, and for several ends, intents, and purposes thereafter declared," for the term of one hundred and twenty years next after his decease, if S. should so long live, and after the expiration of said term, and in the meantime subject thereto to the use of J., the husband of S., for life, with remainder to the use of said trustees during the life of J., to preserve contingent remainders, remainder to the use of all the children of S. living at her decease, as J. and S. should appoint, and in default of appointment to the use of all the children of S. living at the decease of the survivor of J. and S., and the issue of such of them as should be then dead, leaving issue then living, such issue to take their parent's share as tenants in common, with divers remainders over. The trustees were authorized to "convey in exchange" the devised property, and to convey "in fee-simple upon partition" any of the testator's undivided shares in property, and for such purposes to revoke the aforesaid trusts and to grant and convey the premises whereof the uses should be revoked to such person and to such uses as should be necessary, or to declare such uses, estates, or trusts of the premises as should be necessary. The other moiety was devised upon like trusts for other parties. J. died, leaving his wife S. surviving; and two years later S. died, leaving children. *Held*, that there was no legal estate in the trustees to support the contingent remainder in the children of S. during the period between the death of J. and the death of S.—*Cunliffe v. Braucker*, 3 Ch. D. 393.

See REMAINDER, 2; SETTLEMENT, 5.

CONTRACT.—See BILLS AND NOTES, 2; FRAUDS.

STATUTE OF; INSURANCE; PRINCIPAL AND SURETY.

COVENANT.

The vendee of a piece of land adjoining other land of the vendor, covenanted to erect a pump and reservoir, and supply water from a well on the vendee's land to houses on the vendor's land. *Held*, that a purchaser of said land from said vendee, with notice of said covenant, was bound by it; and that the court would enforce the performance of the covenant indirectly by making such an order that the purchaser of said land would be guilty of contempt if he did not supply water according to said covenant.—*Cooke v. Chilcott*, 3 Ch. D. 694.

See MORTGAGE, 1; SETTLEMENT, 5.

CUMULATIVE LEGACY.—See WILL, 1.

CUSTOM.—See INSURANCE, 2; NEGOTIABLE INSTRUMENT.

CY-PRES.—See CHARITY.

DAMAGES.—See RELEASE OF DAMAGES.

DEBENTURE.—See JUDGMENT; PRIORITY, 1.

DEED.—See RELEASE OF DAMAGES.

DEVISE.

1. A testator devised "my property which is not under settlement as follows;" and after specific pecuniary legacies gave "the rest and residue of my unsettled property" to A. The