The defendants admitted the collision, but pleaded that it was due to some late defect in the steering apparatus of their vessel. It was held that the onus of disproving negligence was on the defendants, and that they satisfied the onus of proof by showing that the steering gear was good of its kind, that it had been tried before the vessel left the anchorage to proceed on her voyage, and was found in good order and had previously failed to act, and that the collision was caused by its failure to act, the cause of which could not be discovered by competent persons, and therefore there was no negligence on the defendants' part, and they were not liable to the plaintiffs.

REDEMPTION ACTION—TENDER, SUFFICIENCY OF.

Greenwood v. *Sutcliffe* (1892), 1 Ch. 1, was an action brought to redeem. Prior to the action the plaintiff had tendered to the defendant a sum which he claimed to be sufficient to discharge the mortgagee's claim, being less than what the mortgagee claimed to be due. At the time of the tender the plaintiff said he did not admit the correctness of the mortgagee's accounts, and intended to take steps to dispute them and have the costs taxed. The mortgagee had refused to accept the sum tendered. Stirling, J., held that the plaintiff was only entitled to an ordinary judgment for redemption; but the Court of Appeal (Lindley, Bowen, and Kay, L.JJ.) were of opinion that the plaintiff was entitled to an inquiry whether the amount tendered was sufficient, reserving further directions and costs (if it proved to have been enough), but otherwise the ordinary judgment for redemption to stand. As Bowen, L.J., tersely puts it, "A conditional tender is not an effectual tender in law, but a tender under protest is quite right. A man has a right to tender money, reserving all his rights, and such a tender is good providing he does not seek to impose conditions."

WILL—TERMINABLE LIFE INTEREST—"BECOME PAYABLE TO SOME OTHER PERSON"—RECEIVING ORDER.

In re Sartoris, Sartoris v. *Sartoris* (1892), 1 Ch. 11, a testator had bequeathed the income of his residuary estate to his son during his life, or until he should assign or dispose of the income or some part thereof, or "become bankrupt, or do or suffer something whereby the said income, if belonging absolutely to him, or some part thereof, would become payable to or vested in some other person." In October, 1890, a petition of bankruptcy was filed against the son, and in November, 1890, a receiving order was made. A meeting of creditors was held in December and adjourned to January, 1891, when it was again adjourned, and nothing further had been done in the matter. The question was whether the son's interest under the will had terminated. The Court of Appeal (Lindley, Bowen, and Fry, L.JJ.) affirmed Chitty's, J., decision that it had, because, although the income did not vest in the official receiver, it would by force of the receiving order have been payable to him had it belonged absolutely to the bankrupt.

WILL—DEVISE OF ADJOINING PROPERTIES TO DIFFERENT DEVISEES—RIGHT OF DEVISEE TO OBSTRUCT ACCESS OF LIGHT TO PROPERTY DEVISED TO ANOTHER BY HIS TESTATOR.

In *Phillips* v. *Low* (1892), 1 Ch. 47, a testator owned a house with windows the light to which passed over an adjoining field, which he also owned, and he