

DIGEST OF ENGLISH LAW REPORTS.

and nieces." The testatrix left nephews and nieces surviving her, and also nephews and nieces of her husband, of whom A. was one. *Held*, that A. was not entitled to a share of the residue.—*Wells v. Wells*, L. R. 18 Eq. 504.

2. A testator gave his real and personal estate to A., and the heirs male of his body begotten, for ever; but in the case of the death of the said A. without heirs male of his body lawfully begotten, then to B. in the same manner, and after him to C. The testator subsequently made a codicil in which he stated, "In my will I directed that, in the event of the death of A. without leaving issue male him surviving, the residue of my real and personal estate should go to B." He then revoked the bequest to B., and, in the event of the death of A. without leaving male issue him surviving, gave his residuary estate to the eldest daughter of A. *Held*, that the gifts to B. and C. were void as to the testator's personal estate, being gifts over on an indefinite failure of issue; and that A. took an absolute interest in the personality, subject to an executory bequest to his eldest daughter, if he should die without leaving issue male him surviving.—*Dawson v. Small*, L. R. 9 Ch. 651.

See ADEMPITION; ANNUITY; CONDITION;
DEVISE; TRUST.

LIBEL.—See NEW TRIAL.

LIFE ESTATE.—See TRUST, 1.

LUGGAGE.—See RAILWAY.

MARRIAGE.—See CONDITION.

MARRIED WOMAN.—See COPYRIGHT.

MORTGAGE.

1. A. and B., trustees, lent trust money to C. on the security of a mortgage from C. C. desired to sell a portion of the mortgaged premises; and A. represented to him that as C. was abroad it would be difficult to obtain a reconveyance from A. and B. to C., and that it would be better to say nothing about the mortgage. C. sold accordingly, and handed the purchase-money to A. in part repayment of the money lent to C. A. appropriated the money, but continued to pay the *cestui que trust* interest upon the whole amount lent to C. Ten years afterwards C. desired to sell another portion of the mortgaged premises; and A. thereupon represented to B. that C. desired to sell his land, including the land already conveyed without the knowledge of B.; and he requested B. to join with him in a reconveyance to C., which B. did. C. then conveyed the second portion of the premises, and handed the purchase-money to A., who took it and absconded. B. filed a bill to have the reconveyance from A. and B. to C. delivered up to be cancelled; that it might be declared that said two sums received and appropriated by A. were still a charge upon said premises; and that the second portion of the mortgaged premises sold as aforesaid might be declared to be still subject to said mortgage. *Held*, that said reconveyance must be cancelled, and that the

purchasers from C. had obtained an equity of redemption only. Foreclosure ordered in default of payment. Order that said purchasers give up their deeds upon foreclosure, refused.—*Heath v. Trealock*, L. R. 10 Ch. 22; s. c. L. R. 18 Eq. 215.

2. G., a member of a company, mortgaged certain property to secure an advance from the company. By the mortgage G. was to repay the advance in seven years by monthly payments of principal and interest, and in case of default in payment the company could sell the property, and from the proceeds retain all sums of money and payments which should be then due, or which should afterwards become due during the remainder of said seven years, it being agreed that all moneys which would at any time afterwards become due should be considered as then immediately due and payable, and should pay the residue to G. G. made default, and the company sold said property. *Held*, that the company was not entitled to interest for the remainder of said seven years after the principal had been repaid.—*Ex parte Osborne*. In re Goldsmith, L. R. 10 Ch. 41.

See BANKRUPTCY, 3; NOTICE; POWER.

NEGLIGENCE.

B., who was fifty-two years of age and very near-sighted, was a passenger to H. on the defendants' railway, and occupied the rear carriage. The train stopped at H., leaving the two rear cars within a tunnel, which was dark, and leaving the last car opposite a heap of rubbish. A passenger in the last carriage but one heard the name of the station called out in the usual way, and got out on to a narrow platform which was a continuation of the main platform. The passenger heard a groan and found B. lying with his legs across the rails and between the wheels of the carriage, and his body on the rubbish. He then heard the warning "Keep your seats," after which the train moved on. *Held*, that there was evidence of negligence on the part of the defendants to go to the jury.—*Bridges v. Directors of North London Railway*, L. R. 7 H. L. 213; s. c. L. R. 6 Q. B. 377.

See RAILWAY; TRESPASS.

NEW TRIAL.

In an action for slander the jury found a verdict for the plaintiff, with one farthing damages. A new trial was ordered, on the ground that the damages showed that the jury had made a compromise.—*Falvey v. Stanford*, L. R. 10 Q. B. 54.

NOTICE.

A. agreed to lease certain land and build houses on it. B. agreed verbally to sub-lease from A. a portion of the land, together with the building to be erected upon it by A. After this the owner of the land executed a lease to A., who then, without the knowledge of B., deposited the lease with C. as a security for a loan. At the time of making the loan, B., who had originally been let into possession, had gone away, so that the house on the land was vacant, and C. had no notice, actual or