

interested, and that the defendant B. was accountable to the plaintiffs for the rents and profits of the copyhold of Y. since her admission thereto.—*Allen v. Bewsey*, 7 Ch. D. 453.

4. Devise of thirteen houses, a garden, and a pew in a church to testator's four sons, in equal shares, "to have and to hold subject to the following conditions: It is my will and desire" that the house be not disposed of or divided without the consent of the four sons, their heirs or assigns; that the garden be sold, if necessary, to meet contingent expenses; that, "until the before-mentioned distribution is made," the income shall come into one fund, and be among the sons; that, if there should be no "lawful distribution" during the life of the sons, the property should go to their issue, and if any of the sons died without issue, such son's widow should have the income during widowhood, and afterwards "it" should "devolve" to the survivors of the other sons, i. e. to testator's grandchildren, their heirs and assigns, share and share alike. The four sons were residuary legatees, absolutely. *Held*, that the sons took absolutely as tenants in common in fee, and the executory devise to the children was void.—*Shaw v. Ford*, 7 Ch. D. 669.

*Director*.—See *Company*, 1, 5.

*Discretion*.—See *Power*.

*Distribution*.—See *Perpetuity*; *Will*, 2.

*Domicile*.—J. M., born in Scotland in 1820, went to New South Wales in 1837, and carried on the business of sheep farmer. In 1851 he bought land in Queensland, and lived there regularly till four months after his marriage, in 1855. After a three years' visit to England, he lived three months on his land in Queensland, then three months at a hotel at Sydney, New South Wales; then in a house there, which he leased on a five years' lease. Then he built an expensive mansion-house at Sydney, in which his family resided till his death in 1866. He lived there except when away in Queensland on business or political duties. He died suddenly in Queensland, and at his request was buried there. *Held*, that he had lost his Scotch domicile, and his domicile in Queensland, and at his death had his domicile in New South Wales.—*Platt v. Attorney-General of New South Wales*, 3 App. Cas. 336.

See *Marriage*.

*Dormant Partner*.—See *Partnership*.

*Easement*.—Two houses, belonging respectively to plaintiff and defendant, had stood adjoining each other, but without a party-wall, for a hundred years. More than twenty years ago, the plaintiffs turned their house into a coach factory, by taking out the inside, and erecting a brick smoke-stack on the line of their land next the defendants, and into which they inserted iron girders for the support of the upper stories of the factory. In excavating for a new building on the site of the old one, which the defendants had removed, they left an insufficient support for the smoke-stack, and it toppled over, carrying the factory with it. The defendants were not guilty of negligence in excavating. *Held* (Lush, J., diss.), that the defendants were not liable.—*Angus v. Dalton* 3 Q. B. D. 85.

See *Ancient Lights*.

*Evidence*.—See *Contract*; *Negligence*; *Will*, 9.

*Exchange, Bill of*.—See *Bills and Notes*.

*Factor*.—H., a broker in tobacco, and importer thereof, left tobacco in bond in the K. warehouse, receiving in the usual course dock-warrants therefor. He then sold the tobacco to plaintiff, a tobacco manufacturer, who, not wishing to pay the duty before he needed to use the tobacco, left it in bond in H.'s name, and let H. retain the warrants, he being ignorant that such warrants were in practice issued. H., having possession of the warrants, pledged a portion of the tobacco to the defendants for a loan, and handed them the dock-warrants, which they surrendered to the warehouse, receiving new warrants therefor in their own name; and they had the goods transferred in the books of the warehouse from H.'s name into their own. Of all these transactions the plaintiff was ignorant. *Held*, that the plaintiff was entitled to the goods free from the claim of the defendants.—*Johnson v. The Crédit Lyonnais Company*. *Same v. Blumenthal*, 3 C. P. D. 32; s. c. 2 C. P. D. 224. See 40 & 41-Vict. c. 39.

*Fire Insurance*.—See *Insurance*, 1.

*Foreign Exchange*.—See *Bills and Notes*, 5.

*Fraud*.—See *Anticipation*; *Trust*, 2.

*Freight*.—See *Railway*.

[To be continued.]