

as a surface and general labourer in the smithy, and it was during crib or midday meal time that the accident occurred. The jury found that the death of the deceased was caused by the negligence of the defendant and that the beam had not been properly secured and the smithy was unstable, and assessed the damages at £1,250. On motion for a nonsuit it was held, dismissing the same and giving judgment for the plaintiff, that the deceased was a licensee and invitee, and that under the circumstances he fell into a trap for which the defendant was liable, and that the defendant was also under a contractual liability for the injury resulting from the negligence of the defendant or its servants.

(8) *Public Trustee v. Frew and Others* (1926 G.L.R. 331).—A testatrix devised to her daughter “the piece of land on which is situate the house in which she is now living, together with appurtenances thereto belonging,” and she gave the rest of her estate to trustees in trust as to her business known as “C’s. Laundry,” together with all the land, &c., used in connection therewith to convert the same into a limited liability company and to divide the shares thereof among her children and her husband. By a codicil the testatrix declared that the gift to her daughter of the piece of land was subject to the condition that no house building, or structure of any kind should be erected between the laundry and a street. The trustees formed the company. The laundry and the dwellinghouse mentioned in the devise to the daughter were adjacent, and the question arose as to who was entitled to the piece of vacant land lying between the laundry and a street, and also as to whether the daughter was entitled to a right of way over the footpath as an appurtenance of the dwellinghouse.

It was held that the daughter was entitled to the vacant land, but was not entitled to a right of way over the footpath, as it was not a way of necessity, and that the company was entitled to a right to light over the land devised to the daughter to the windows of the northern wall of the laundry.

(9) *H. v. The Public Trustee* (1926 N.Z.L.R. 1).—A testator bequeathed a sum of money in trust to pay the annual income arising therefrom to X during his lifetime without power of anticipation. X executed a document which was in effect an attempt to anticipate the income from the trust moneys. It was proved that the document was delivered to the lender as an escrow.

It was held that as the forwarding of the order to the trustees of the funds would, had it been deliberate, have been a fraud on the plaintiff, and was due to a mistake in dealing with the document held in escrow, there had not been a forfeiture of the life interest.

(10) *Public Trustee v. Perkins* (1926 G.L.R. 340).—The testator gave his residuary estate on trust for the support of his wife A. and his children for the life or until the second marriage of A., and thereafter upon trust for the support and education of his said children until the eldest of his children who should then be living should attain twenty-one years, and then upon trust to sell and convert the estate into money and divide the residuary trust funds amongst all testator’s children who should then be living, share and share alike. The Court was asked to decide whether the word “then” as last used in the will referred to the date when the eldest child attained twenty-one, or to the date of the cesser of A.’s life interest.

It was held that the testator in making his will contemplated his own death and the death or remarriage of A. before his eldest child attained twenty-one; that he must have intended that the division of the residuary estate should take place when the eldest child attained twenty-one if A.’s estate by then had been determined, or, if not then determined, then upon the cesser of such widowhood interest. The Court accordingly ruled that the word “then” as last used referred to the date when the eldest child attained twenty-one.

(11) *In re Karena, deceased* (1926 N.Z.L.R. 177).—The Supreme Court held that an order for adoption made irregularly by the Native Land Court was within the jurisdiction of the latter Court, and that, as the Native Land Court had by statute power to amend, vary, or cancel any order made by it through mistake, error, or omission, the Supreme Court had no authority to interfere with the order made by way of certiorari or otherwise.