

DIGEST OF ENGLISH LAW REPORTS.

ment to E.—*Morgan v. Gronow*, L. R. 16 Eq. 1.

2. K. had a power of appointment over certain property by any instrument in writing sealed and delivered in the presence of a witness. K. wrote and signed a paper stating, "If I die suddenly, I wish my eldest son to have it [said property]. My intention is to make it over to him legally if my life is spared." *Held*, that there was a defective execution of the power, which a court of equity would hold effectual.—*Kennard v. Kennard*, L. R. 8 Ch. 227.

See ANTICIPATION; APPOINTMENT; LIEN, 2; PRIORITY; SETTLEMENT, 2, 4; SPECIALTY DEBT.

PRACTICE.—See ALIMONY; TENDER; WRIT.

PRESCRIPTION.

The defendant was bound by prescription to maintain a fence between his and the plaintiff's land. The defendant sold the "fallage" of the wood on his land to H., who cut down a tree which in falling broke down a large portion of the fence. The plaintiff's cows passed through the gap and fed on the leaves of a yew-tree which had been felled, and died in consequence. *Held*, that the defendant was liable for the loss of the cows.—*Lawrence v. Jenkins*, L. R. 8 Q. B. 274.

PRESUMPTION.—See BANKRUPTCY, 3; EXECUTORS AND ADMINISTRATORS.

PRINCIPAL AND AGENT.—See ATTORNEY; CARRIER; COMPANY, 2; FRAUDS, STATUTE OF, 2; INNKEEPER; VENDOR AND PURCHASER, 1.

PRINCIPAL AND SURETY.

A. and B., partners, were jointly and severally liable on a bond to D. for partnership moneys. B. purchased A.'s share in the partnership and assumed his liabilities, covenanting to save him harmless. B. made an arrangement with his creditors under the English Bankrupt Act, 1869, and the creditors, including D., passed resolutions to accept a composition payable by instalments extending over two years. Afterward a deed was executed releasing B. and reserving to creditors all rights against sureties or persons other than B. *Held*, that the effect of said resolutions was to give time to B. and discharge A.—*Wilson v. Lloyd*, L. R. 16 Eq. 60.

PRIORITY.

Funds were vested in trustees in trust for L. for life, without power of anticipation, and after her death for her children, and if no children, for such persons as she should appoint. In 1843, L. appointed that, in case she should have no children, said trustees should raise sufficient out of the fund to pay a debt of her husband, and the trustees were notified of the appointment. Subsequently, in place of the old trustees, new trustees were appointed who had no notice of said appointment, and at the request of L. and her husband dealt with the trust funds so that they were diminished. L. died without children.

In May, 1870, the trustees received notice of a charge in favor of R., dated 1864, and in October, 1870, of the deed of 1843. *Held*, that the charge under the appointment of 1843 took priority over the charge of 1864; and that the new trustees having received no notice of the appointment of 1843 were not obliged to make good the loss which their action had occasioned.—*Phipps v. Lovegrove*, L. R. 16 Eq. 80.

See SPECIALTY DEBT.

PRIVILEGED COMMUNICATION.—See DISCOVERY, 2, 3; LIBEL.

PROBATE.

If a will has been proved in a foreign country, a certified copy will be admitted to probate in England, and an English court will not allow the validity of the will to be there questioned.—*Miller v. James*, L. R. 3 P. & D. 4.

PROBATE COURT.—See RECEIVER.

PRODUCTION OF DOCUMENTS.—See DISCOVERY, 3.

PROOF.—See BANKRUPTCY, 4, 5; PARTNERSHIP, 2.

RAILWAY.

1. The plaintiff was injured while travelling on the defendant's railway by the train of another company, which had statutory running powers over said railway on paying certain tolls. The defendants were guilty of no negligence. *Held*, that the defendants were not liable.—*Wright v. Midland Railway Co.*, L. R. 8 Ex. 137.

2. The plaintiff was travelling in a railway carriage, and leaned slightly against the door for the purpose of seeing the signal lights of the next station. The door immediately flew open, and the plaintiff fell out and was injured. The jury found a verdict for the plaintiff. *Held*, that there was evidence of the railway company's liability.—*Gee v. Metropolitan Railway Co.*, L. R. 8 Q. B. (Ex. Ch.) 161.

See CARRIER.

REAL ESTATE.—See PARTNERSHIP, 1.

RECEIVER.

The court has jurisdiction to grant a receiver of personal estate pending the grant of probate, which has been delayed by a caveat in the probate court; where, however, no actual suit has been begun. Also of the rents of real estate, under the same circumstances, where neither the devisee nor the heir-at-law is in actual possession.—*Parkin v. Seddons*, L. R. 16 Eq. 34.

RELATIONS.—See LEGACY, 3.

RELEVANCY.—See BILL IN EQUITY.

REMEDY.—See EXECUTORS AND ADMINISTRATORS, 1.

REMOTENESS.—See POWER, 1.

RENT.—See SPECIALTY DEBT.

REPUTED OWNERSHIP.—See BANKRUPTCY, 3.