side of this place, the floor of his house forming the ceiling of this under-space. The yard then extended farther without a ceiling to the length of about a hundred and fifty-eight feet from the street-doors, and this part was fitted with said sheds for the accommodation of cattle. In order to enter the yard and sheds, the appellant descended stairs from his dwelling-house into the covered space, and then passed into the open yard and sheds. *Held*, that said yard and sheds were not the dwelling-place or shop of the appellant.—*McHole* v. *Davies*, 1 Q. B. D. 59.

Easement.—*See* Way.

Ejectment.

A breach of a covenant to repair was committed by a lessee after an assignment of the revision. *Held*, that the assignee could maintain ejectment, although he had given the lessee no notice of the assignment.—*Scaltock* v. *Harston*, 1 C. P. D. 106.

Election.

1. A testator devised a house to A., B. and C., in trust to sell and convert it into money, the purchase-money to be considered part of the testator's personal estate. He then gave certain legacies, and bequeathed the remainder of his estate, real and personal, to A., B. and C. Said devisees left two legacies unpaid, and did not sell the house, but remained in possession of it for fifty years. C. died, and her representative filed a bill for administration of the personal estate and execution of the trusts of said testator's will. The object of the bill was to obtain possession of C.'s share in the house, on the ground that it was, in equity, personal estate. *Held*, that A., B. and C. had elected to hold the house as real estate. The fact that said legacies were unpaid made no difference, as the legatees had no direct charge on the house other than that on the whole of the testator's estate, and therefore had no interest as to whether A., B. and C. took the house as real or personal estate, and must be held to have acquiesced in the house being held as real estate.—*Mutton* v. *Bigg*, 1 Ch. D. 385.

2. By indenture made in 1850 between a husband and wife of the first part, the wife's father of the second part, and four trustees of the third part, reciting that upon the treaty for the marriage it was agreed that certain stock belonging to the husband, and a reversionary interest belonging to the wife, should be settled upon the trusts thereinafter mentioned, and that the wife's father had agreed to transfer certain shares to said trustees to be settled upon the trusts thereinafter mentioned, it was declared that said trustees should pay the income of the husband's stocks to him for life, and after his decease to his wife for life; and should pay during the joint lives of said husband and wife one moiety of the income of said shares to the husband, and the other moiety to the wife for her separate use; and, after the decease of either, should pay the whole income to the survivor for life, and, after the decease of the survivor, should hold all of the above funds upon trusts for the children of the marriage. And it was lastly witnessed, that, in pursuance of said agreement, the wife, with the privity of her husband, assigned her said reversionary interest to said trustees to hold upon the same trusts as said shares. In 1865 the marriage was dissolved. In 1871 the said reversionary interest came into possession. *Held*, that the wife must elect between the benefits under the settlement and her right to said reversion. Another order was made directing how the accounts under the election should be taken. —*Codrington* v. *Codrington*, L. R. 7 H. L. 854; s. c. *nom. Codrington* v. *Lindsay*, L. R. 8 Ch. 578; 8 Am. Law Rev. 293.

Entail.—*See* Settlement, 4.

Equitable Assignment.—*See* Bankruptcy, 7.

Equity.—*See* Bill in Equity; Covenant; Lease, 1, 2; Specific Performance.

Estate Tail.—*See* Devise, 2.

Evidence.

In 1874 the question arose as to whether A. and B. had been married in 1773. In 1800 a son wrote to his maternal uncle, "What I want to do is to establish my legitimacy," &c. The uncle was then in possession of an estate which had been devised to B. for life, with remainder to her children lawfully begotten, and, in default of such issue, to said uncle. The uncle also wrote to a brother of A., stating that he could not give up the estate in question, as it was entailed on his children. If said son was illegitimate, said brother of A. would have taken a title which would otherwise have belonged to the son. *Held*, that declarations of members of the two families of A. and B., made after 1800 and bearing on the question of the marriage, were inadmissible.—*Frederick* v. *Attorney-General*, L. R. 3 P. and D. 270.

See Defamation; Foreign Law; Gaming; Illegitimate Children.

Executors and Administrators.

1. A testator devised his property to trustees, directing them to convert it into money, and pay his debts and funeral expenses therefrom, and pay the balance over to certain other trustees. He also directed that each executor should only be accountable for his own intromissions. *Held*, that said trustees were the executors of the will according to its tenor.—*In the Goods of Adamson*, L. R. 3 P. and D. 253.

2. A testator made the following provisions in his will: "I appoint G., if he shall survive me, executor and trustee. I give the following legacies and annuities: namely, to G. and B. the sum of £1,000 apiece; to my great-nephew, £2,000; to my wife, £100; to my son and my daughter, £100 apiece." He then gave different legacies and annuities to