

## DIGEST OF ENGLISH LAW REPORTS.

the fee *ad medium filium vice*.—*Beckett v. The Corporation of Leeds*, L. R. 7 Ch. 421.

## HOTCHPOT.

J. devised and bequeathed real and personal estate to trustees for conversion after the death or marriage of his widow. The widow was to occupy his business premises, and use the property therein during her life, or till her marriage. Trustees were to sell the "personal trust property not invested," and pay the widow the income of the proceeds during life or until marriage. They were further directed to hold the trust property in trust for the children living at the death or marriage of the widow, and their issue then living of children dying before that time, such issue to take "according to the stocks, and not to the number of individuals composing a class." His real estate was to be considered converted at the time of his death. No child to whom testator had made an advance during his lifetime was to share in the trust property "without bringing the portion so paid . . . into hotchpot." A daughter died after testator, leaving issue. *Held*, that such issue could not be brought within the hotchpot provision.—*Hewitt v. Jardine*, L. R. 14 Eq. 58.

HUSBAND AND WIFE.—*See* BIGAMY; EVIDENCE, 3.  
IDENTITY.—*See* EVIDENCE, 2.

## INDICTMENT.

By a statute it was provided that any one convicted of a certain crime "after having been previously convicted of felony," should suffer a certain punishment. Prisoner was proved to have been before convicted of felony but the indictment failed so to state. *Held*, that the statute did not apply.—*The Queen v. Willis*, L. R. 1 C. C. R. 363.

INFANT.—*See* SOLICITOR, 3.

INFANT, CUSTODY OF.—*See* CUSTODY OF CHILD.

INFRINGEMENT OF PATENT.—*See* PRACTICE, 2.

## INJUNCTION.

1. The Court of Chancery will not enjoin the Bank of England from requiring more evidence of a death than the court itself is in the habit of considering sufficient in similar cases.—*Prosser v. Bank of England*, L. R. 13 Eq. 611.

2. The court will not enjoin the publication of an alleged libellous document, at least when it is reasonably certain that there is no malice.—*Mulkern v. Ward*, L. R. 13 Eq. 619.

3. T. sold his rights in a manor to D. & F., who sold it to the Board of Works, for the purpose of converting it into a metropolitan common under the act giving the Board power to lay out commons. In the conveyance to D. and F. there was a stipulation, that if within

five years the manor should not be used for a common without buildings upon it, T. might repurchase what he had sold at a stated price. The Board proposed, in a petition to the Inclosure Commissioners, to lay out the common, and on one portion of it build houses, the rent of which would help pay the expenses. The commissioners drafted a scheme in conformity to the proposal of the Board. In order for this scheme to go into effect, it was necessary that it should go before Parliament. *Held*, that injunction would lie in favor of T. against the Board to prevent it from doing anything contrary to the original stipulation between T. and D. & F.—*Telford v. Metropolitan Board of Works*, L. R. 13 Eq. 574.

*See* PREROGATIVE OF CROWN; SCANDALOUS MATTER.

INSANITY.—*See* DEED.

## INSURANCE.

A. wrote to a mutual company for insurance, and agreed to be governed by the rules thereof. A policy duly stamped was issued to him, containing no allusion to the rules, and when that expired another like it issued. *Held*, that A. was bound by the rules.—*In re Albert Average Association*, L. R. 13 Eq. 529.

*See* MORTGAGEE AND MORTGAGEE; SALE.

INTENTION.—*See* WILL, 2, 8.

INTERROGATORIES.—*See* PRIVILEGE.

IRON MINES.—*See* SURFACE LANDS.

ISSUE.—*See* WILL, 10.

JOINT TENANT.—*See* WILL, 3.

JOINT TRIAL.—*See* EVIDENCE, 3.

JUDGMENT.—*See* FOREIGN JUDGMENT.

JURE CORONÆ.—*See* PREROGATIVE OF CROWN.

JURY.—*See* PRACTICE, 8.

## LANDLORD AND TENANT.

1. In a lease from plaintiff to C., the latter covenanted not to allow a sale by auction on the premises. On non-payment of rent, or breach of covenants, there was a proviso for re-entry. C. mortgaged goods on the premises with power in the mortgagees, on breach of condition, to sell by auction on the premises. C. afterwards mortgaged the premises to defendant by a sub-lease, with provision that C. should remain in possession. He afterwards assigned all his property for the benefit of creditors. There was breach of condition in both mortgages, and the mortgagees of the goods sold the same by auction on the premises, with C.'s consent, but without that of plaintiff. In ejectment by the plaintiff he assigned as breaches the auction sale; and also failure to pay rent since the sale. A judge's order directed a stay of proceedings on pay-