

DIGEST OF ENGLISH LAW REPORTS.

underwriting business.—*Ex parte Tennant. In re Howard*, 6 Ch. D. 303.

PATENT.

In 1865, a patent for skates was granted in England. Two years before, a foreign book, giving a general description of the invention, was sent to the library of the Patent Office. A few weeks before the granting of the patent, another foreign book, containing a drawing of the invention, was sent to the library. The book was not catalogued, but was in a room open to the public, where a librarian testified that he once noticed it before the date of the patent. *Held*, not to be prior publication.—*Plimpton v. Spiller*, 6 Ch. D. 412.

PERSONAL COVENANT.—See COVENANT, 1.

PLEADING AND PRACTICE.—See HUSBAND AND WIFE, 2; INFANT; MORTGAGE, 1.

POSSESSION.—See SPECIFIC PERFORMANCE, 2.

POWER.—See WILL, 5.

PRACTICE.—See PLEADING AND PRACTICE.

PRESUMPTION.

A respectable farmer and church elder courted a young lady for some years, and they were finally, in 1850, married, while she, to his knowledge, was in an advanced stage of pregnancy. Seven weeks afterwards, she was delivered of a daughter. The matter was kept secret, and the child removed to another part of the country, where the husband supported her till she became able to support herself. In 1875, the girl claimed to be his daughter; and he brought this action to have it declared she was not. Both husband and wife swore to that effect; and the wife told two different stories to account for her pregnancy. *Held*, that the presumption of paternity against the husband was, under the circumstances, almost irresistible, and that the burden was on him to show affirmatively the contrary, and this he had failed to do.—*Gardner v. Gardner*, 2 App. Cas. 723.

PRIVITY.—See TELEGRAPH.

PROBATE.

When an action was brought for sale or partition of estates by a plaintiff, who claimed under an alleged will fraudulently suppressed by the defendant, and for the production of the will and directions as to probate of it, and the defendant denied knowledge of the will, *held*, that the will must first be proved, and, though the judge in chancery had jurisdiction to grant probate, it would not be discreet to do so, and the matter must be referred to the Probate Division.—*Pinney v. Hunt*, 6 Ch. D. 98.

See TRUST.

PROFITS.—See PARTNERSHIP; SPECIFIC PERFORMANCE, 1.

PROMISSORY NOTES.—See HUSBAND AND WIFE, 2.

PROOF.—See BANKRUPTCY, 3.

PROVISO.—See COVENANT, 1, 2.

REALTY AND PERSONALTY.

A sale of real estate, one-eighth of which was owned by Mrs. Q., a married woman was ordered by the Court in a suit for partition. The owner of the other shares offered to buy the one-eighth; and the court ordered him to pay into court the price therefor. This he did; but before a conveyance was made, Mrs. Q. died. Q., the husband, took out administration. *Held*, that, by the Partition Act, 1868, § 8, the £1,200 must be considered as realty, and go to the heir subject to the husband's rights by the curtesy.—*Millmay v. Quicke*, 6 Ch. D. 553.

See BEQUEST; ELECTION; TRUST.

RESIDUARY LEGATEE.—See WILL, 4.

REVERSION.

Case where the Court of Equity refused to set aside the sale of a reversion by a young man as soon as he became of age, on the ground of inadequacy of price, and the fact that he had no separate legal adviser in the transaction. Powers and practice of the court in this regard considered.—*O'Rorke v. Bolingbroke*, 2 App. Cas. 814.

See TENANT FOR LIFE, 2.

SALE.—See REVERSION; STOPPAGE IN TRANSITU.

SEISIN.

In 1864, R. died intestate, being seised in fee of freehold houses. A., his sole heiress-at-law, did not enter into possession; but R.'s widow, under colour of a pretended will, unlawfully entered, and remained in possession till 1869, when she died, having devised the estates to the defendants, who entered, and remained from that time in possession. A. died in 1871, and by will dated in 1870 devised to plaintiff "all real estate (if any) of which I may die seised." *Held*, that the seisin in law which A. had during her life was lost at her death, and, as the will must be construed according to the technical sense of the word "seisin," the plaintiff was not entitled.—*Leach v. Jay*, 6 Ch. D. 496.

SEPARATE ESTATE.—See HUSBAND AND WIFE, 2; SETTLEMENT, 2.

SETTLEMENT.

1. By a settlement made between a widow, her intended second husband, and a trustee for her children by her former marriage, entered into in contemplation of her marriage, the widow covenanted to surrender a certain copyhold messuage to the said trustee, to hold for her benefit during her life, and at her death for the said children; and the intended husband consented thereto. No surrender was, however, made; and, on her death, she devised the messuage. *Held*, that the children by the former marriage could enforce the covenant.—*Gale v. Gale*, 6 Ch. D. 144.

2. C. contracted for the purchase of a flax-spinning mill, and then made a partnership with one R.; and they carried on the business as partners. C. also carried on a like