DIGEST.

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(Concluded from Vol. V. page 300.)

ACCOUNT.

A., the owner of a patent for a loom, agreed with B. that B. should make and sell such looms; A. to receive as a royalty, not to exceed £20, the amount for which the looms were sold above £45. B.'s charges were not to exceed £45, and one-tenth of the royalty. *Held*, that A could not bring a bill in equity for an account against B., as there was no agency in which a fiduciary position was created.

A single receipt by B. of money due to A. did not alter the case.—*Moxon* v. *Bright*, L. R. 4 Ch. 292.

See ELECTION; REBELLION.

ACQUIESCENCE—*See* BANK.

ACTION—*See* AWARD, 2; CONFLICT OF LAWS.

ADMINISTRATION—*See* EXECUTOR AND ADMINISTRATOR.

ADMIRALTY—*See* COLLISION; SALVAGE.

ADULTERY—*See* ALIMONY, 2.

AFFIDAVIT—*See* EVIDENCE, 3; INTERPLEADER.

AGENT—*See* ACCOUNT; CHEQUE; COLLISION, 2; COMPANY, 4; LIBEL, 1; MORTGAGE, 4; REBELLION.

AGREEMENT—*See* CONTRACT.

ALIMONY.

1. A respondent is not entitled to alimony while she is living with the co-respondent as his wife, and supported by him.—*Holt* v. *Holt*, L. R., 1 P. & D. 610.

2. The court refused to make any order for alimony, *pende te lite*, after a decree *nisi* had been obtained for a dissolution of marriage by reason of the wife's adultery, the wife having allowed nearly a year to elapse after the commencement of the suit before she filed her petition for alimony.—*Noblett* v. *Noblett*, L. R., 1 P. & D. 651.

AMENDMENT—*See* WILL, 6.

ANCIENT LIGHT—*See* LIGHT.

APPEAL—*See* COLLISION, 2; NUISANCE, 2.

APPOINTMENT.

1. A leasehold for lives was settled upon trust for A. for life, with remainder to defendant. A. renewed the lease to himself and his heirs, and purchased the fee which was conveyed in trust for him. Then he made an oral demise for a year, and died between two

rent days. *Held* (reversing the decision of STUART, V.C.), that the rent was not apportionable either under St. 11 Geo. II. c. 19, or 4 & 5 Will. IV. c 22.—*Mills* v. *Trumper*, L. R. 4 Ch. 320; s. c. L. R. 1 Eq. 320; 1 Am. Law Rev. 168.

2. By a will which came into operation after the passing of the Apportionment Act, 4 & 5 Will. IV. c. 22, real estate was devised to A. for life, subject to impeachment for waste, with remainder to B. for life without impeachment for waste, with remainders over. With the sanction of the court, timber on the estate was cut down and sold, and the proceeds of sale invested; and the dividends were ordered to be paid to A. during his life: *Held*, that the whole of a dividend which accrued shortly after the death of A. was payable to B., and could not be apportioned between him and the representatives of A.—*Jodrell* v. *Jodrell*, L. R. 7 Eq. 461.

See MARSHALLING OF ASSETS.

ARBITRATION—*See* AWARD; ERROR.

ARTICLES—*See* CONTRACT.

ASSAULT.

Counts in an indictment for "unlawfully and maliciously wounding," and for "unlawfully and maliciously inflicting grievous bodily harm," will each support a conviction of an assault, though the word "assault" is not used in either.—*The Queen* v. *Taylor*, L. R. 1 C. C. 194.

ASSUMPSIT—*See* AWARD, 2.

ATTORNEY.

When an attorney has been struck off the roll for a fraudulent misappropriation of moneys of a client intrusted to him for investment, it is a condition precedent to his being restored that he should have used the best efforts in his power to make full restitution.—*Re Poole*, L. R. 4 C. P. 350.

See MORTGAGE, 4; PARTNERSHIP, 1.

AWARD.

1. The master made an award in favor of the defendant by mistake, from omitting to take account of an advance by the plaintiff to the defendant, which had been duly proved before the master, but which, at the time of making the award, he overlooked. The mistake was admitted by both parties, and the master stated the facts of the case to the court. *Held*, that the court had power to refer the award back to the master, on motion.—*Flynn* v. *Robertson*, L. R. 4 C. P. 324.

2. J., the outgoing tenant of a farm, and F., the incoming tenant, referred the amount to be paid by F. to J. to two valuers, who