

DIGEST OF THE ENGLISH LAW REPORTS.

Pennsylvania before commissioners, who made an affidavit that it was duly taken, but omitted in the affidavit the place where it was taken and the description of the deponent. There was a notarial certificate setting forth the place where the affidavit was taken, and identifying the parties. *Held*, that the defect in the affidavit was supplied by the notarial certificate.—*Re Ann Coldwell*, L. R. 10 C. P. 667.

DELIVERY.—*See* STOPPAGE IN TRANSITU.

DEMURRAGE.—*See* CHARTERPARTY.

DEMURRE.—*See* VENDOR AND PURCHASER.

DEVISE.

1. A testator directed his trustees to divide the income arising from the residue of his estates between all his sons as tenants in common, with benefit of survivorship between them in case any or either of them should die without leaving lawful issue; and, in case any child who should be entitled to any principal money or income should die leaving lawful issue, the principal money, or share from which the interest of such child should be derived, should go to and be divided amongst such issue as tenants in common. Two sons died childless; two sons died leaving issue; and a fifth survived the other four, and died childless. The issue of said two sons claimed the capital sum representing said fifth son's share, against his personal representatives. *Held*, that the issue of said two sons of the testator were entitled to said capital sum.—*Cross v. Maltby*, L. R. 20 Eq. 378.

2. In February, 1826, the testator devised all his real estate, "except mortgage and trust estates," and all his personal estate, upon trust for T. and F. He also gave to his trustees all hereditaments whereof he was seized as mortgagee, upon trust upon payment of the moneys due to convey the same to the persons entitled to the equity of redemption; and he directed that the money received should form part of his personal estate. At the date of the will the testator was mortgagee of the Benliffe Estate, under a power-of-sale mortgage, whereby he could, on giving the mortgagor six months' notice, at any time sell the estate. In March, 1826, the mortgagor became bankrupt; and his assignees agreed to sell the equity to the testator, who paid the purchase money and entered into possession. No conveyance of the equity was ever made. In October, 1826, the testator died, leaving J. and C. his co-heirs. The trustees entered into receipt of the rents of the Benliffe Estate and administered them until 1869, when T. claimed one-half of the estate as heir-at-law of the testator. *Held*, that the purchase of the equity of redemption of the Benliffe Estate took the estate out of the operation of the will, and that no dry legal estate with an implied trust for the testator's heirs passed to the trustees; that there was, therefore, intestacy as to the Benliffe Estate, and T.'s claim against the trustees was barred by the Statute of Limitations.—*Yardly v. Holland*, L. R. 20 Eq. 428.

3. Devise of "all that messuage or tenement houses, buildings, farm, and lands called H., situate in the parish of L., containing by estimation eighty acres, more or less, now in the occupation of C.," to C. C. was, at the date of the will, occupying a farm called H., containing one hundred and seventy-five acres, of which eighty-nine were freehold in the parish of L., sixty-six were copyhold in said county, and the remainder were copyhold in another county. *Held*, that the whole hundred and seventy-five acres passed by the devise.

Devise under a power in a settlement, of "all that messuage or tenement, barn, and lands thereunto belonging, situate in the parish of B., called by the name of Claggetts and Sievelands." The settlement contained a schedule describing a piece of land by the above name, and subsequently six other pieces of land by different names. At the date of the will, all seven pieces of land were in one occupation, and known as "Claggetts, or Claygate Farm." *Held*, that all seven pieces of land passed by the devise.

Devise of a messuage, farmhouse, lands, and appurtenances, called T., situate in the parish of E., and in the occupation of A. At the date of the will, the T. farm consisted of two hundred and seventy-nine acres, of which one hundred and eighty-three were in the parish of W., and eighty-six in the parish of E. The farmhouse was in W., but the greater portion of the farm-buildings in E. *Held*, that the whole two hundred and seventy-nine acres passed by the devise.—*Whitfield v. Langdale*, 1 Ch. D. 61.

See ILLEGITIMATE CHILDREN; LEGACY; WILL.

DISCLAIMER.—*See* LEASE, 2.

DISSEISIN.—*See* LIMITATIONS, STATUTE OF, 1.

DOCUMENTS, INSPECTION OF.

Where the defendants in an action admitted that certain documents were in their custody, possession, or power, they were not allowed to refuse inspection on the ground that other persons had an interest in them.—*Plant v. Kendrick*, L. R. 10 C. P. 692.

EASEMENT.—*See* ANCIENT LIGHTS.

EQUITABLE MORTGAGE.—*See* PRIORITY, 1.

EQUITY.—*See* BANKRUPTCY, 3; CONTRACT, 1; INJUNCTION; LEASE, 1; NUISANCE, 1; PARTNERSHIP, 2; RECEIVER; SETTLEMENT, 2, 3; SPECIFIC PERFORMANCE; TRUST, 4; VENDOR AND PURCHASER.

EVIDENCE.

1. Goods exposed to easy access by the public were stolen from a railway company. It was *held* that the fact that the company's servants had easier access and greater opportunities of stealing the goods than the public did not raise the presumption that the goods were stolen by the company's servants.—*M^{rs} Queen v. Great Western Railway Co.*, L. R. 10 Q. B. 569.