

DIGEST OF ENGLISH LAW REPORTS.

essential to their erection; but the offices were not built. *Held*, that the plaintiff could not recover.—*Hunt v. The Wimbledon Local Board*, 4 C. P. D. 48; s. c. 3 C. P. D. 208.

COVENANT.—See MORTGAGE, 3.

CUSTODY OF CHILDREN.—See HUSBAND AND WIFE.

DAMNUM ABSQUE INJURIA.—See INJUNCTION.

DEMURRER.—See INJUNCTION; TRUST, 1.

DEVISE.—See WILL, 3.

DIRECTOR.

Where a fraudulent and misleading prospectus is issued by the agent of a company, or by directors, a director who did not authorize the fraud, or tacitly acquiesce in it, is not liable therefor. Per FRY, J., commenting on *Peek v. Gurney* (L. R. 6 H. L. 377), and *Weir v. Barnett* (3 Ex. D. 32).—*Cargill v. Bower*, 10 Ch. D. 502.

See COMPANY.

DISCRETION.—See TRUST, 2.

DISTRESS.—See MORTGAGE, 2.

DIVORCE.—See JURISDICTION.

DOMESTIC RELATION.—See HUSBAND AND WIFE; JURISDICTION.

DOMICILE.—See JURISDICTION.

DOUBLE LEGACY.—See LEGACY.

EASEMENT.

Two houses, belonging respectively to plaintiff and defendant, had stood adjoining each other, but without a party wall, for a hundred years. In 1849, the plaintiff turned his house into a coach factory, by taking out the inside and erecting a brick smoke-stack on the line of his land next the defendant's, and into which he caused to be inserted iron girders for the support of the upper stories of the factory. The lateral pressure on the soil under defendant's house was thus much increased. The owner did not object to the girders, but it did not appear that he understood the full character of the changes made in 1849. He had since then made no grant by deed of the right to support. More than 20 years after that date, the defendant contracted with one D. to take the house down and excavate the soil for a new building. D. employed N. to do the excavating. N. did it without negligence, but nevertheless, from the withdrawal of the support, the smoke-stack toppled over, dragging the factory along with it. *Held*, that the enjoyment of the support for twenty years raised a presumption that the plaintiff had it of right, but that the defendant was at liberty to rebut the presumption, either by showing (1) That the defendant did not know the character of the alterations made when the house was turned into a factory; or (2) that he had no capacity to make a grant. The defendant might be liable, though the work was actually done by a contractor empowered by him, and although he had given the contractor proper

caution as to the dangerous character of the work.—*Angus v. Dalton*, 4 Q. B. D. 162; s. c. 3 Q. B. D. 85.

See WATERCOURSE.

EQUITABLE MORTGAGE.—See MORTGAGE, 4.

ESTATE TAIL.—See TRUST, 1.

EVIDENCE.

The plaintiff, a clergyman, saw an advertisement, signed by H., an agent of the defendants, to loan money on personal security, and, applying for a loan, was told that he must insure his life in the defendant company, pay the premium, and deposit the policy with H. as collateral, whereupon the loan would be made. The plaintiff did so, whereupon H. wrote, enclosing a parcel of "draft securities" for the plaintiff to have executed, of a sort which it was quite impossible for him to furnish. It was claimed that the transaction was a fraud perpetrated by the company through H. as its agent, and that the premium was divided between H. and the company, and that no loan was intended. Evidence of other specific transactions of the same or a similar sort was admitted at the trial, and a new trial was granted on the ground that such evidence was inadmissible. *Held*, that the evidence was admissible.—*Blake v. The Albion Life Insurance Society*, 4 C. P. D. 94.

See LIBEL; MISDESCRIPTION; WILL, 1.

EXECUTOR.—See WILL, 4.

EXTRADITION.

The English Extradition Act, 1870, includes "crimes by bankrupts against bankruptcy law." The treaty with Switzerland includes "crimes against bankruptcy law." One T. was arrested in England, on a warrant, stating that he was accused of "the commission of crimes against bankruptcy law" in Switzerland. The English Extradition Act, 1870, provides that a magistrate, on receiving an order from the Secretary of State, shall issue a warrant for the arrest of a fugitive "on such evidence as would in his opinion justify the issue of the warrant if the crime had been committed . . . in England." *Held*, that the warrant was sufficient.—*Ex parte Terraz*, 4 Ex. D. 63.

EXTRINSIC EVIDENCE.—See WILL, 1.

FALSE PRETENCES.—See SALE, 2.

FIRM NAME.—See PARTNERSHIP, 1.

FLOW OF WATER.—See WATERCOURSE.

FOREIGNER.—See JURISDICTION.

FORFEITURE.—See WILL, 7.

FRAUD.—See DIRECTOR; EVIDENCE; JUDGMENT; SALE, 2.

FRAUD, STATUTE OF.—See TRUST, 1; WILL, 3.

FREIGHT.—See INSURANCE.

GRANT.—See EASEMENT.

GUARANTY.—See SURETY.

HIGHWAY.—See RIGHT OF WAY.