

DIGEST OF ENGLISH LAW REPORTS.

EQUITY PLEADING AND PRACTICE.

1. The United States of America can sue in that name in the English chancery without putting forward any public officer who could be called on to give discovery on a cross-bill. — *United States of America v. Wagner*, Law Rep. 2 Ch. 582.

2. An order of revivor, obtained by one defendant after the death of another defendant subsequently to decree, is irregular, unless notice has been given to the plaintiff, even though the plaintiff is a trustee having no substantial interest in the suit. — *Stratford v. Baker*, Law Rep. 4 Eq. 256.

3. The court of appeal in chancery agreeing with the conclusion of the court below, but disagreeing with the reasons given for it, the appeal was dismissed without costs. — *Peruvian Railways Co. v. Thames and Mersey Marine Ins. Co.*, Law Rep. 2 Ch. 617.

ESTATE TAIL.—See DEVISE.

ESTOPPEL.—See BASTARDY; LANDLORD & TENANT, 2.

EVIDENCE.

When a deceased person is proved to have stated that A. was her sister, she is to be presumed to have meant that A. was her legitimate sister, unless something appears to the contrary. — *Smith v. Tebbitt*, Law Rep. 1 P. & D. 354.

See HIGHWAY, 1; MARRIAGE; PRODUCTION OF DOCUMENTS; WILL, 1.

FOREIGN ATTACHMENT.

Foreign attachment cannot be maintained in the Lord Mayor's court, where no one of the parties is a citizen or a resident in London, and where neither the debt of the original debtor nor that of the garnishee arose in the city. — *Mayor, &c., of London v. Cox*, Law Rep. 2 H. L. 239.

FOREIGN STATE.—See EQUITY PLEADING AND PRACTICE, 1.

FORFEITURE.

A testator appointed some and devised other real estate to his wife for life, and immediately after her death to his son, with a proviso that, if his wife should do any thing whereby she should be deprived of the control over the rents and profits, so that her receipt alone should not be a sufficient discharge for the same, her estate should determine as effectually as it would by her actual decease. The widow married again, without making any settlement. *Held*, that her interest was forfeited, and that the remainder in the appointed as well as in the devised estates was accelerated. — *Craven v. Brady*, Law Rep. 4 Eq. 209.

FREIGHT.

1. A. chartered a ship from a foreign port home with a full cargo, but, he not being able to supply the cargo, the owners agreed to cancel the charter party and seek another cargo, on A. guaranteeing a "sum of £900 gross freight home." The owners procured a cargo whose estimated freight would have been £556, but the ship was lost on the voyage. *Held*, that the owners could recover from A. the difference between the estimated and guaranteed freights. — *Carr v. Wallachian Petroleum Co.*, (Exch. Ch.), Law Rep. 2 C. P. 468.

2. By a charter party it was agreed that a ship should sail to B., there load a full cargo of cotton, proceed with it to L., and deliver the same, on being paid freight at "75s. per ton of 50 cubic feet delivered, the freight to be paid on delivery." The ship received at B., and carried to L., a full cargo of cotton, which was packed, as is customary, in compressed bales, and expanded greatly on being unloaded. *Held*, that freight was payable on the measurement when shipped (Exch. Ch.). — *Buckle v. Knoop*, Law Rep. 2 Ex. 333.

GARNISHEE.—See FOREIGN ATTACHMENT.

GENERAL WORDS.—See COMPANY, 2; DEED.

GIFT.—See TRUST, 2.

GUARANTY.—See FREIGHT, 1.

HIGHWAY.

1. To prove that a way was public, evidence was given of acts of user extending over seventy years, but all the time the land crossed had been on lease. The judge told the jury that they might, if they thought proper, presume from these acts a dedication by the defendant or his ancestor at a time prior to the lease. *Held*, no misdirection. — *Winterbottom v. Lord Derby*, Law Rep. 2 Ex. 316.

2. In an action for obstructing a public way, the plaintiff proved no damage peculiar to himself beyond being delayed several times in passing along it, and being obliged, in common with every one else attempting to use it, either to go by a less direct way or to remove the obstructions. *Held*, that he could not maintain the action. — *Ib.*

HUSBAND AND WIFE.

At the date of a decree of dissolution of marriage, the wife was entitled to a reversionary interest in a sum of stock, which had been the subject of a post-nuptial settlement. Afterwards the fund fell into possession; but before the divorced wife actually recovered it, she died. *Held*, that the rights of the husband depending on the marriage contract, ceased at the date of decree, and that the executors of the divorced