

DIGEST OF ENGLISH LAW REPORTS.

personal estate, and knowing that what I give to my mother will become the property of her husband, my step-father, I therefore declare the intention of my will to be that my mother's husband shall hold and enjoy all my said real and personal estate to him, his heirs, executors, administrators, and assigns, for ever, and to be absolutely at his free will and disposal: provided, that he does not at any time dispose of any portion of my said property to any of my late father's family." *Held*, that the mother took an estate for life in the real estate, and the step-father a remainder in fee.—*Gravenor v. Watkins*, L. R. 6 C. P. (Ex. Ch.) 500.

4. A testator devised a certain estate to his son J. for life, remainder to J.'s children in fee, "and in case my son J. shall depart this life without leaving lawful issue," said estate "equally between my sons G. and R. in the same manner as the estates hereinafter devised are limited to them respectively; subject, nevertheless, to the proviso hereinafter mentioned, in case my son J. should leave a widow." The testator then devised certain other estates to G. and R. in identical terms. Then followed this proviso: "Provided, that in case any or either of my said sons shall depart this life leaving a widow, then I give the premises so specifically devised to such one or more of them dying, unto his widow" for life. R. died unmarried. G. died leaving a widow, who claimed a life-estate in the moiety of R.'s estate, which had come to G. *Held*, (by CLEASBY, PIGOTT, CHANNELL, and BRAMWELL, BB., reversing judgment of C. P. KELLY, BLACKBURN, and MELLOR, JJ., dissenting), that G.'s widow took a life estate only in the premises devised to G., and not in said moiety of R.'s estate.—*Melsom v. Giles*, L. R. 6 C. P. (Ex. Ch.) 532; s. c. L. R., 5 C. P. 614.

See CHARITY; EXECUTORS AND ADMINISTRATORS: PARTNERSHIP.

DISSEISIN.—See ADVERSE POSSESSION.

DIVORCE.—See COSTS, 2.

DRAIN.—See WATERCOURSE.

EASEMENT.

A canal company, under an Act of Parliament, diverted the greater part of the water of a brook into a canal which did not return the water to the brook. More than forty years afterward the canal was discontinued, and its water returned to the brook, and the plaintiff's land bordering on the brook was flooded in consequence. *Held*, that plaintiff had acquired no easement of having the water in the canal diverted from the stream.—*Mason v. Shrews-*

bury and Hertford Railway Co., L. R. 6 Q. B. 578.

See WATERCOURSE.

EDUCATION.—See RELIGIOUS EDUCATION.

EJECTMENT.—See LEASE.

ELECTION.—See PRINCIPAL AND AGENT, 2.

ENDOWMENT.—See LEGACY, 3.

ENTRY.—See LEASE.

EQUITY.—See PARTNERSHIP, 1; PRIORITY; RECEIPT.

EQUITABLE INTEREST.—See COVENANT, 2.

ERROR.

Error on a judgment in favor of a husband and wife, assigning that said alleged wife was in fact wife of another man. *Held*, that such fact should have been pleaded in bar or abatement, and that the assignment of error was bad.—*Metropolitan Railway v. Wilson*, L. R. 6 C. P. 376.

ESTATE FOR LIFE, &c.—See DEVISE, 3; LEGACY, 1; TENANT FOR LIFE, &c.

ESTOPPEL.—See BILLS AND NOTES, 2; LEASE; RECEIPT.

EVIDENCE.—See INN-KEEPER; LEGACY, 2; NEGLIGENCE; PRINCIPAL AND AGENT, 2; SEAL; SET-OFF, 2.

EXECUTION.

The Companies' Act enacts that any execution put in force after commencement of winding-up process, shall be void. A creditor took out execution upon a judgment against a company, and handed it to the sheriff three hours before the company began winding-up process, but possession was not taken until three hours after the winding-up was begun. *Held*, that the execution was not "put in force" until the sheriff took possession, and was void.—*In re London and Devon Biscuit Co.*, L. R. 12 Eq. 190.

See ATTORNEY.

EXECUTORS AND ADMINISTRATORS.

A bank opened an account with F.'s executrix, entitling it "F.'s executors' account," and advanced money to her on the security of title-deeds of F.'s estate, deposited by her. F.'s executors were empowered to charge his real estate in favor of his personal estate. The executrix expended the above money for her "own purposes, and in various speculations with regard to the purchase, sale, and farming of land." *Held*, that the bank could prove against the general estate of the testator for a balance remaining unpaid after realizing the security.—*Farhall v. Farhall*, L. R. 12 Eq. 98.

See COSTS, 3; COVENANT, 1.

FLATS.—See LEASE.

FRAUD.—See BILLS AND NOTES, 2.

FRAUDS, STATUTE OF.—See PRINCIPAL AND AGENT, 2.