

DIGEST OF ENGLISH LAW REPORTS.

See BILL OF LADING; COLLISION, 2, 3; DAMAGES, 1; RAILWAY, 2; SHIP, 2.

NEGOTIABLE INSTRUMENTS—See BILLS AND NOTES.
NEW TRIAL—See SLANDER.

NEXT OF KIN.

1. A legacy was given on trust for F., a married woman, for life, then to her husband for life, and after the death of the survivor, for such persons "related by blood" to F. as she should appoint, and, in default of appointment, for those who would be "the personal representatives" of F. in case she had died sole and unmarried. A codicil referred to the above trusts as being for the benefit of the "relations and next of kin" of the testator's daughter. F. died during the testator's life. *Held*, that "personal representatives" meant statutory next of kin.—*In re Gryll's Trusts*, Law Rep. 6 Eq. 589.

2. Personal property was settled by a marriage settlement, after other trusts, in trust for such person or persons as at the wife's death should be her next of kin "under and according to" the Statute of Distributions. *Held*, that the next of kin took as tenants in common, and not as joint-tenants.—*In re Ranking's Settlement Trusts*, Law Rep. 6 Eq. 601.

See WILL, 6.

NOTICE—See COVENANT, 1; EXECUTOR AND ADMINISTRATOR, 2; HUSBAND AND WIFE, 2; MASTER AND SERVANT; PRIORITY.

NOVATION—See SALE, 5.

NUISANCE—See INJUNCTION, 1-3.

NULLITY OF MARRIAGE.

Impotence does not render a marriage void, but only voidable, and the validity of a marriage cannot be impeached on that ground after the death of one of the parties. Therefore the right of a husband to administer his wife's estate cannot be disputed on the ground of the nullity of the marriage by reason of his impotence.—*A. v. B.*, Law Rep. 1 P. & D. 559.

OFFICER—See ESCAPE; STAMPS.

PARENT AND CHILD—See SEDUCTION.

PARLIAMENT—See LIBEL.

PAROL EVIDENCE—See AWARD, 1, 2; PERPETUITY, 1.

PARTIES—See COMPANY, 3; VENDOR AND PURCHASER OF REAL ESTATE, 3.

PARTNERSHIP.

1. A court of equity will not decree specific performance of a contract for partnership, where the plaintiff has a remedy at law, where there are no legal difficulties in the way, which the court can remove, and where there has been no part performance.—*Scott v. Raymond*, Law Rep. 7 Eq. 112.

2. B. and H. owned a newspaper in equal shares. B. assigned his share to W., who had the assignment registered under the Copyright Act. W. knew at the time of the purchase that there was a suit between B. and H. as to the ownership of the newspaper, and after the purchase he allowed B. and H. to carry on the newspaper as partners. *Held* (1) that W. could only take B.'s share, subject to the equities between the partners; and (2) that the registration was futile, as there was nothing analogous to copyright in the name of a newspaper.—*Kelly v. Hutton*, Law Rep. 3 Ch. 703.

See TENANCY IN COMMON, 1.

PENALTY—See BOND, 2; BROKER.

PERPETUITY.

1. Gift by will to a woman for life, remainder to her children for life, and a gift over to the grandchildren. *Held*, that evidence that at the date of the will, the woman was past child-bearing was not admissible to show that children then living were meant, so as to make valid the gift over, which otherwise was void for remoteness.—*In re Sayer's Trusts*, Law Rep. 6 Eq. 319.

2. A testator directed trustees to apply so much as was necessary of the income of his residuary personal estate for the maintenance of A., a lunatic, and to invest any surplus, and treat it as part of the testator's personal estate, which was given over after A.'s death. *Held*, that under the Thelluson Act, the direction to invest the surplus was void beyond the period of twenty-one years, and that the testator's next of kin were entitled to the accumulations.—*Mathews v. Keble*, Law Rep. 3 Ch. 691.

PILOT—See COLLISION, 1-3; SHIP, 4.

PLEADING—See COLLISION, 5; EQUITY PLEADING AND PRACTICE; INDICTMENT, 2; MASTER AND SERVANT; MESNE PROFITS, 2.

PLEDGE—See FACTOR; MARSHALLING OF ASSETS.
POWER.

1. A., having power to appoint funds by deed or by her last will in writing or any writing purporting to be or being in the nature of her last will, to be signed in the presence of two witnesses, died intestate, but left in an envelope an unattested memorandum signed by herself "for my son and daughters. Not having made a will, I leave this memorandum, and hope my children will be guided by it, though it is not a legal document. The funds I wish divided" in a certain way. *Held*, that this memorandum showed no intention to execute the power, and that therefore the