

DIGEST OF ENGLISH LAW REPORTS.

ending September, 1869, were income only and went to B.—*Browne v. Collins*, L. R. 12 Eq. 586.

See BEQUEST, 13; EQUITY PLEADING AND PRACTICE.

PATENT.

1. A patentee described his invention and the machinery by which it was to be made, and then claimed the production of said invention by machinery. *Held*, that the claim was not *per se* too large.—*Arnold v. Bradbury*, L. R. 6 Ch. 706.

2. A patent for the combination of several separate and distinct matters is valid, though each of such separate matters is previously known.—*Cannington v. Nuttall*, L. R. 5 H. L. 205.

PENALTY.—See DAMAGES, 1.

PERFORMANCE.—See SPECIFIC PERFORMANCE.

PERPETUITY.—See CHARITABLE INSTITUTION.

PERSONAL ESTATE.—See SALE; SETTLEMENT, 1.

PIRACY.

A ship belonging to a pirate and sold to a *bona fide* purchaser for value is not subject to forfeiture to the crown on proceedings instituted after the sale.—*Regina v. McCleverty (The Telegrafo)*, L. R. 3 P. C. 678.

PLEADING.

In answer to a petition against a ship and her owners, the appellants denied the statements therein, and pleaded and proved that the damage complained of had been the subject of an action in a court of law in which judgment had been recovered and satisfied. It was also proved that the damage was done by one having charge of the vessel as consignee for sale, and not as agent for the owners. *Held*, that the defendants' general denial justified the admission of said latter evidence; also, that the defendant was entitled to have a decision on the defence specially pleaded, so that, if prejudiced, he might appeal. Where there is a remedy both *in personam* and *in rem*, a person who has resorted to one of the remedies may if he does not get thereby fully satisfied, resort to the other.—*Yeo v. Tatem (The Orient)*, L. R. 3 P. C. 696.

POSSESSION.—See EASEMENT.

POWER.

K. had power to charge real estate for children as follows: if there should be one or two children, for £2000; if three children, for £4000; if four or more children, for £5000 "said sums to vest in and be paid to the child or children respectively for whom the same respectively shall be charged, or to or among him, her, or them, and his, her, or their re-

spective issue at such age or time" as K. should appoint. K. had five children, one of whom died an infant, and another leaving two children. After said deaths, K. appointed £2500 to one child, £2000 to another, and £500 to said two children. *Held*, that the whole £5000 had become appointable.—*Knapp v. Knapp*, L. R. 12 Eq. 238.

2. By marriage settlement a husband had power "as to so much of said hereditaments and premises as shall not exceed the annual income of £300" to the use of children of the marriage. By will the husband devised "the whole of my property, real and personal, consisting of a farm," being said hereditaments, "and whatever may devolve on me by virtue of said marriage settlement," in trust for said children in certain proportions. He also gave his trustee power "to divide the income of my entire property according to the provisions before made, or to sell the whole and divide the proceeds among my children." *Held*, that the will did not operate as an exercise of said power.—*Widdbore v. Gregory*, L. R. 12 Eq. 482.

See DEVISE, 1, 3; MORTGAGE, 1.

PRESCRIPTION.—See EASEMENT.

PRINCIPAL AND AGENT.—See BROKER; CHARTER-PARTY, 1; RAILWAY.

PRIORITY.—See MORTGAGE, 3, 4.

PRIZE.

The Foreign Enlistment Act enacts that if any person despatches a ship with intent, or having reasonable cause to believe, that the same will be employed in the naval service of any foreign state at war with any state friendly to Great Britain, such ship shall be forfeited. A French cruiser captured a German vessel, in the late war between the two countries, and placed a prize crew on board, who took the vessel to a port in England. There a British tug agreed to tow the prize to Dunkirk Roads. *Held*, that as a *deductio infra prasidia* was not necessary by the law of England or France to complete the capture, the tug was not an agent in effecting such capture; and that the presence of a prize crew and officer on board the prize did not constitute her a vessel of war, whereby to tow her would be to be employed in the service of a belligerent.—*The Gauntlet*, L. R. 3 Ad. & Ec. 381.

PROBATE.—See EXECUTORS AND ADMINISTRATORS.

PROMISSORY NOTE.—See BILLS AND NOTES.

PROOF.

Bills drawn by the A. bank upon the B. bank were accepted for the accommodation of the A. bank, upon the understanding that funds would be furnished to meet them. The bills