

DIGEST OF ENGLISH LAW REPORTS.

DISCHARGE.

A discharge of joint debts discharges the separate liability of the debtors on a joint and several note given to secure a joint debt (per BYLES, KEATING, and MONTAGUE SMITH, JJ.; BOVILL, C. J., *dissentiente*).—*Rixon v. Emary*, Law Rep. 3 C. P. 546.

DIVORCE.

1. A wife petitioned for judicial separation on the ground of cruelty; the court found the charges not proved, and dismissed the petition. *Held*, that she was estopped from setting up the same charges of cruelty, coupled with a charge of adultery, in a subsequent petition for dissolution.—*Finney v. Finney*, Law Rep. 1 P. & D. 483.

2. A., an Englishwoman, married B., a Belgian, in Scotland. They afterwards went through a second ceremony of marriage in Belgium. Subsequently, a Belgian tribunal pronounced a decree of divorce, purporting to dissolve the Belgian marriage, but not purporting to affect the Scotch marriage. A. afterwards married C. in England, in the lifetime of B. *Held*, that the Scotch marriage was valid and subsisting; and, on the petition of C., the court declared his marriage with A. null and void.—*Birt v. Boutiner*, Law Rep. 1 P. & D. 487.

See DESERTION.

DONATIO CAUSA MORTIS.

The delivery of the donor's cheque on his banker, which was not presented before the donor's death: *held*, not a good *donatio causa mortis*.—*Hewitt v. Kaye*, Law Rep. 6 Eq. 198.

EASEMENT—*See* WAY.

EQUITY—*See* PARTNERSHIP.

EQUITY PLEADING AND PRACTICE—*See* APPEAL; MISREPRESENTATION; WAY, 2.

ESTATE TAIL—*See* MARRIAGE SETTLEMENT.

ESTOPPEL—*See* DIVORCE, 1.

EVIDENCE—*See* FRAUDS, STATUTE OF, 1; INTERROGATORIES; PRESCRIPTION,

EXECUTION—*See* APPEAL, 2.

EXECUTOR AND ADMINISTRATOR.

1. A testator, owning shares in a company with unlimited liability, directed his executors to convert his estate with all convenient speed. P., one of the three executors, died a year and five weeks after the testator. The shares were not converted. *Held*, that P.'s estate was liable for all loss occasioned to his testator's estate by the failure to convert within twelve months.—*Grayburn v. Clarkson*, Law Rep. 3 Ch. 605.

2. Where the nomination of the executor of a person who has died domiciled in Scotland

has been confirmed in the Court of Probate, as provided by 21 & 22 Vict. c. 56, sec. 12, the executor has all the powers of an English executor, and may dispose of leaseholds in England; though, by the law of Scotland, an executor cannot deal with leasehold property in that country.—*Hood v. Lord Barrington*, Law Rep. 6 Eq. 218.

See FRAUDS, STATUTE OF, 2.

EXECUTORY DEVISE—*See* DEVISE.

FIXTURES.

A steam-engine and boiler, annexed to the freehold for the more convenient use of them, and not to improve the inheritance, and capable of being removed without any appreciable damage to the freehold, pass under a mortgage of the freehold.—*Climie v. Wood*, Law Rep. 3 Ex. 257.

FOREIGN COURT.

A British ship, mortgaged in England, was arrested at New Orleans by creditors of the mortgagor, who were British subjects resident in England; and, as the courts of New Orleans do not recognize the rights of mortgagees not in possession, the mortgagees, to protect the ship from sale, gave bonds for the amount claimed by the creditors. On a bill by the mortgagees to restrain a suit on these bonds, *held*, that, though the decisions of the New Orleans courts might be unjust, yet, as the creditors owed no duty to the mortgagees, and had a right to proceed against the property of their debtor, wherever they found it, the bill could not be maintained.—*Liverpool Marine Credit Co. v. Hunter*, Law Rep. 3 Ch. 479.

See DIVORCE, 2.

FRAUDS, STATUTE OF.

1. A tenant applied to the landlord's solicitors for a renewal of his lease. The solicitors sent him a report by a surveyor, recommending the grant of a lease for fourteen years at a given rent, if the tenant would make certain repairs. The tenant replied, assenting to the repairs and rent, but asking for a term of twenty-one years. No agreement was come to; but, some months after, the landlord and tenant having negotiated directly, the landlord wrote to the tenant, promising him a lease for fourteen years "at the rent and terms agreed on." The tenant accepted in writing. *Held*, that parol evidence was admissible to connect the report and the tenant's previous letter with the subsequent letters; and it being proved that there had been no other rent or terms agreed on than those mentioned in the report, the case was taken out of the Statute of Frauds.—*Baumann v. James*, Law Rep. 3 Ch. 508.