

DIGEST OF ENGLISH LAW REPORTS.

making the claim, inspection of that report is not granted.—*BRAMWELL, B.*, in *Skinner v. Great Northern Railway Co.*, L. R. 9 Ex. 298. See *Malden v. Great Northern Railway Co.*, L. R. 9 Ex. 300.

2. A foreign government employed A. as agent in London to bring out a loan, and to issue scrip certificates to subscribers, and to exchange the certificates for bonds when the amount subscribed was paid up. The government employed B. as their banker, with power to receive from A. the sums subscribed. Subsequently bonds in the hands of A. were pledged by the president of the government to B., but the validity of the pledge was disputed by the government. The government filed a bill against A. and B., for accounts of the dealings connected with the loan. The court ordered the scrip certificates and the scrip book in which the certificates were entered, and which were called for on cross-examination of A., should be produced; but not the bonds.—*Republic of Costa Rica v. Erlanger*, L. R. 19 Eq. 33.

See PRIVILEGED COMMUNICATIONS.

DOG.—See EVIDENCE.

DONATIO CAUSA MORTIS.—See GIFT.

EASEMENT.

A suit wherein a mandatory injunction is granted against the further erection of a wall, is not a suit in which property is recovered or preserved.—*Foxon v. Gascoigne*, L. R. 9 Ch. 654.

See ANCIENT LIGHT.

ELECTION.

1. A. covenanted in a deed of separation to pay £52 to his wife annually. Subsequently by will A. gave his wife £52, payable upon the same days as the sum settled upon her in the deed of separation. *Held*, that the widow must elect between the sums payable under the will and the deed.—*Atkinson v. Littlewood*, L. R. 18 Eq. 595.

2. A testator devised an estate to trustees in trust for his widow for life, and after her death to sell the same and hold the proceeds in trust for his sons in such manner as his widow should, before a certain period, appoint. The widow duly appointed by deed equally among the testator's three sons, A., B., and C., reserving a power of revocation. She subsequently made a will by which she gave said estate to A., and made certain provisions for B. and C., and the children of B. B. died intestate, and the widow died after the above period. It was held in a suit in equity that the will not having come into operation until the death of the testatrix, said estate belonged to A., C., and the children of B., in accordance with the testatrix's appointment by deed. A. filed a bill to compel C. and the children of B. to elect between the benefits under the deed and those under the will. C. submitted to elect, but the children of B. resisted. *Held*, that though the children derived their rights under the deed by the Statute of Distributions from B., those rights

were the same as those of C., and that they must elect; and that they must elect between all the benefits received under the will, including the provisions made to them specifically, and the benefits under the deed.—*Cooper v. Cooper*, L. R. 7 H. L. 53.

See PRINCIPAL AND AGENT, 2.

EQUITY.—See EXECUTORS AND ADMINISTRATORS; INTERROGATORIES; MORTGAGE, 1; NOTICE; SPECIFIC PERFORMANCE.

ESTATE TAIL.—See LEGACY, 2.

ESTOPPEL.

B. sued A. in a county court for rent alleged to be due for weekly tenancy at 1s. per week. Judgment was given for A. affirming the tenancy to be yearly. A. brought an action in the Common Pleas Court against B. to recover damages for eviction. *Held*, that A. was estopped by the judgment of the county court from asserting that the tenancy was weekly.—*Flitters v. Alfrey*, L. R. 10 C. P. 29.

EVIDENCE.

Action against the owner of a dog who had bitten the plaintiff. One witness who had been bitten by the dog, testified that he entered the bar of the defendant's house, and told two men, who were there serving customers, that the dog had attempted to bite him. A second witness, who had been also bitten, testified that he stated that he had been bitten to a man at the defendant's bar, and to a woman who had entered the room saying that the master was not at home and that the witnesses had better call when he was. *Held*, that there was evidence to go to the jury that the defendant had knowledge of the dog's ferocity.—*Applebee v. Percy*, L. R. 9 C. P. 647.

See NEGLIGENCE; PRACTICE; WILL.

EXECUTORS AND ADMINISTRATORS.

An executor, who was husband of a legatee, was indebted to the testator and was unable to discharge his indebtedness. *Held*, that the wife had no equity to a settlement, as her equity attached only to such property as her husband was entitled to receive in his marital right.—*Knight v. Knight*, L. R. 18 Eq. 487.

See COSTS; INTERROGATORIES; PARTNERSHIP, 2; RETAINER; SETTLEMENT, 2.

FOREIGN JUDGMENT.—See JURISDICTION.

FOREIGN LAW.—See BANKRUPTCY.

FRAUD.—See BOND, 2; MORTGAGE, 1.

GIFT.

A husband while on his deathbed handed his wife certain scrip certificates and a deposit note, saying, "These are yours." *Held*, that the gift of the certificates was incomplete, and that there was not a declaration of trust; but that there was a valid *donatio causa mortis* of the deposit note.—*Moore v. Moore*, L. R. 18. Eq. 474.