

DIGEST OF THE ENGLISH LAW REPORTS.

DISTRESS.—See RENT.

EASEMENT.—See GRANT, 2.

EJECTMENT.—See LEASE.

EMINENT DOMAIN.—See DAMAGES, 1.

ENTRY.—See LEASE.

EQUITY.—See INJUNCTION ; SPECIFIC PERFORMANCE ; VOLUNTARY SETTLEMENT.

ESCROW.

Delivery of a deed to the solicitor of a grantee does not necessarily convert the instrument from an escrow to a deed.—*Watkins v. Nash*, L. R. 20 Eq. 262.

ESTATE-TAIL.

Four children were entitled to joint-estates for life, remainder to them and a fifth child in tail, with cross-remainders in tail between them. A., one of the four children, executed a disentailing deed of his estates-tail. The fifth child subsequently died without issue. *Held*, that A's fifth share, together with his fourth share in the share of the child who died, were effectually disentailed.—*Tuffnell v. Borrell*, L. R. 20 Eq. 194.

ESTOPEL.—See CHARTER-PARTY, 1.

EXECUTORS AND ADMINISTRATORS.—See SET-OFF.

FRAUD.—See BILL OF LADING.

FRAUDS, STATUTE OF.

The plaintiff entered into an agreement with the defendant, dated Oct. 4, 1871, to let the defendant a public-house at £160 per annum ; the defendant to have the right to require a twenty-eight-years' lease at a rent of £100, upon payment of £1,200 ; and in case the tenant should, after the granting of the lease, sell the business for a larger sum than £1,200, the excess was to be divided between the plaintiff and defendant. It was subsequently verbally agreed that £800 only should be paid on the granting of the lease ; that the term should be thirty-two years, and the rent £105 ; and that several covenants, burdensome to the defendant, should be omitted. A lease with these variations from the agreement was signed April 4, 1873. The defendant sold the lease for £2,500, and refused to share the surplus over £1,200. The jury found that there was no abandonment of the written agreement, except so far as it was varied by the written lease. *Held*, that the lease put an end to the written agreement ; and that if it was the intention of the parties to retain the agreement concerning the division of the bonus, it was not in writing so as to satisfy the statute of frauds. *Quære*, whether, if there had been anything in writing showing that the lease was a mere substitution for the agreement, the action might not have been maintained.—*Sanderson v. Graves*, L. R. 10 Ex. 35.

GOOD WILL.—See LEASE, 1.

GRANT.

1. R., a tenant for life of a house, leased it to A. for ten years, expiring Nov. 13, 1864 ; and again to B. for a term expiring Nov. 13, 1874. On Nov. 10, 1864, R., by deed, "granted, demised, and leased to B., his executors, administrators, and assigns," the house, "to have and to hold the house hereby demised unto B., his executors, administrators, and assigns, from Nov. 13, 1874, for the term of the aforesaid R., for the term of his natural life. *Held*, that there was a grant *in presenti* of the life-estate, notwithstanding the words of the *habendum*.—*Bodington v. Robinson*, L. R. 10 Ex. 270.

2. The defendant owned a cottage and stable called "Roseville," abutting upon a public way, and also of a farm called "Rose Cottage Farm," abutting upon the same highway, and having a private way which passed by the Roseville stable. H. leased Roseville of the defendant for ten years, and built a hay-chamber over the stable, with openings on a side of the stable which abutted on said private way. The defendant gave H. permission to use the private way (which was not demised to H.) for his hay-carts, and H. so used it for ten years. At the expiration of said lease, the defendant conveyed Roseville to the plaintiff, "together with all ways, and rights of way, liberties, privileges, easements, advantages, and appurtenances to the messuage, &c., appertaining, or with the same now or heretofore demised, occupied, or enjoyed or reputed as part or parcel of them, or any of them, or appurtenant thereto." *Held*, that the right to use the private way as aforesaid passed to the plaintiff.—*Kay v. Oxley*, L. R. 10 Q. B. 360.

HABENDUM.—See GRANT, 1.

HUSBAND AND WIFE.

1. M., who was in failing health, transferred his bank account to the joint names of himself and his wife, and requested the bank to honour any checks drawn either by himself or his wife ; and he remarked at the time that the balance of the account would belong to the survivor of himself and his wife. The wife drew all the checks, which were duly paid, and the proceeds applied in payment of household and other expenses. M. died, leaving a considerable sum standing to the credit of the account. *Held*, that the transfer was not intended to be a provision for the wife, but simply a mode of conveniently managing M.'s affairs ; and that the widow was therefore not entitled to the fund.—*Marshall v. Crutwell*, L. R. 20 Eq. 328.

2. Money and furniture were settled upon a married woman to her separate use. As the furniture from time to time wore out, she replaced it with new furniture bought with the income of her separate property. The new furniture was seized by the sheriff upon an execution against the husband. *Held*, that in equity the new furniture belonged to the wife.—*Duncan v. Cashin*, L. R. 10 C. P. 554.