

DIGEST OF ENGLISH LAW REPORTS—LAW STUDENTS' DEPARTMENT.

private friends, and turned it over to the cashier in payment of an overdraft of his salary, which he had made, and for which he had given his I. O. U's. The cashier supposed the money was the prisoner's and gave him back the I. O. U's. *Held*, on an indictment for embezzling the "proceeds" of the checks, that the transaction constituted a case of embezzlement, and that the conviction must stand.—*The Queen v. Gale*, 2 Q. B. D. 141.

ESTOPPEL.—See NEGOTIABLE INSTRUMENT.

EVIDENCE.—See DEED; EMBEZZLEMENT, 1; NEGLIGENCE, 1, 2.

EXECUTORS AND ADMINISTRATORS.

1. Letters of administration *ad colligenda bona* were granted to a creditor on the estate of a schoolmaster, whose next of kin were unknown, and the school interest was likely to suffer and decrease in value from the delay to happen in the appointment of a regular administrator.—*In the goods of Schwerdt-feger*, 1 P. D. 424.

2. The business of a trader was carried on by his executrix, who was residuary legatee, after his death, as her own. *Held*, that she could not be considered a trustee for her husband's creditors with respect to the assets of the business, and that they passed on her marriage to her second husband.—*In re Fells*. *Ex parte Andrews*, 4 Ch. D. 509.

FIXTURES.

Leasehold property was demised to E., a timber merchant. Lessee covenanted that he would build a steam saw-mill or dwelling-houses; that he would keep the same in repair, and at the end of the demise deliver to the lessor the ground and buildings, and all fixtures and other things whatsoever which should be fixed to the freehold, in good repair, &c., except the steam saw-mill, apparatus, machinery, fixtures, and things connected therewith, which the lessee had liberty to remove. E. subsequently mortgaged his interest, including the ground and premises named in the lease, "together with the steam saw-mill, offices, erections, and buildings, and which have been erected . . . upon the said . . . ground; and the steam-engines, boilers, fixed and movable machinery, plant, implements, and utensils now or hereafter fixed to or placed upon or used in or about the said grounds. . . . To have and to hold the said hereditaments, and such of the machinery, plant, utensils, and premises . . . as are in the nature of landlord's fixtures, and cannot lawfully be removed by the lessee," to the mortgagee for the balance of the term, "and as to the rest of the said machinery and premises as are in the nature of the tenant's or trade

fixtures, and can lawfully be removed by the lessee thereof," to the mortgagee absolutely. The deed was not registered. E. went into liquidation, and the mortgagee had not entered. *Held*, that the deed gave the mortgagee the right to remove the trade fixtures, specified, and as the mortgage had not been registered under the Bills of Sale Act, the official liquidator was entitled to the severable property.—*In re Estick*. *Ex parte Alexander*.

FORECLOSURE.—See MORTGAGOR AND MORTGAGEE, 3.

FOREIGN JUDGMENT.

The Italian bark E. F. brought suit against the French steamship D., in Marseilles, for collision. The D. began a cross-suit there for the same cause. The D. got judgment in both suits by default. In a suit in England by the E. against the D. for the same cause, the D. pleaded the foreign judgments by default, in bar.—*Held*, that the defence was not good.—*The Delta*. *The Erminia Foscolo*, 1 P. D. 393.

FRAUDS, STATUTE OF.—See STATUTE OF FRAUDS.

(To be continued.)

LAW STUDENTS' DEPARTMENT.

EXAMINATION QUESTIONS.

FOR CALL, MICHAELMAS TERM, 1877:

Dart's Vendors and Purchasers—Walkem on Wills—the Statutes.

1. A trustee purchases the trust estate, consisting of lands, under such circumstances that the purchase is voidable by the *cestui que trust*, and makes some permanent improvements. State fully the alternative rights of the *cestui que trust*.

2. What (if any) distinction is there between natural and artificial watercourses, as to rights which may be acquired by user? Give an illustration.

3. Under what different circumstances will time be held to be of the essence of a contract for sale and purchase: (1) at law; (2) in equity?

4. What are and what are not sufficient acts of part-performance to take an agreement out of the Statute of Frauds: (1) in case of an agreement for sale of lands; (2) in case of an agreement for a new lease to a tenant in possession?