

DIGEST OF THE ENGLISH LAW REPORTS.

administrator was entitled to receive payment of his claim without taking out administration to C. in England.—*In re Macnichol*, L. R. 19 Eq. 81.

2. A testator appointed his partner and another person his executors. It was held that the partner executor had a right to retain in his hands a sum of money in satisfaction of a balance due from the testator to the firm, although the amount of such balance had not been determined, and the partnership accounts had not been taken.—*In re Morris's Estate*, *Morris v. Morris*, L. R. 10 Ch. 68.

3. A testator was a partner in a firm under an agreement whereby on the death of a partner his share was to be determined and taken from the firm in two years. The testator's will directed that his personal estate should be sold and divided among his children on their arriving at the age of twenty-five; and he appointed three executors, of whom one was his partner. The testator's share was not withdrawn after his death, but interest was allowed upon it. All the legatees to whom such share belonged acquiesced in this arrangement, except the plaintiff, who filed a bill demanding an account and a share in the profits which had arisen from the employment of said share in the business. *Held*, that the bill must be dismissed.—*Vyse v. Foster*, L. R. 7 H. L. 318; s. c. L. R. 8 Ch. 808; 7 Am. Law Rev. 677.

See COSTS; LEGACY, 4; PARTNERSHIP.

FABRICATING VOTES.

"Fabricating" a vote means an act done with criminal intention, *mens rea*.—*Aberdare Local Board v. Hammell*, L. R. 10 Q. B. 162.

FALSE PRETENCES.—See CHECK, 2.

FOREIGN LAW.—See SETTLEMENT, 2.

FRAUD.—See BILL IN EQUITY, 2; PLEADING.

FRAUDS, STATUTE OF.

1. C. promised the plaintiff to give her a leasehold house for use as a lodging-house during her life if she would pay ground rent and taxes; and on the faith of C.'s promise the plaintiff gave up entering into business and entered into possession of the house, where she supported herself by letting lodgings. C. died, and her sole legatee and executor brought ejectment against the plaintiff, who thereupon filed a bill in equity to restrain the action and for a declaration that she was entitled to the house for her life. *Held*, that the Statute of Frauds was not a bar to the bill; and the declaration and injunction prayed were granted.—*Coles v. Pilkington*, L. R. 19 Eq. 174.

2. A. requested B. to join in a promissory note with C., and promised to indemnify B. if he would do so. *Held*, that A.'s promise was not within the Statute of Frauds; and that B., who became A.'s executor, was entitled to retain the amount he had been obliged to pay on said note.—*Wildes v. Dudlow*, L. R. 19 Eq. 198.

3. The defendant's son H. ordered three cases of leather cloth of the plaintiffs in London. H. was then informed that Rotterdam was blockaded, and the plaintiffs asked how

the cloth was to be sent. H. directed them to send it through G. at Ostend. Before the order could be executed Rotterdam was open, and G. had ceased to receive goods to forward to Rotterdam. The plaintiffs thereupon forwarded the cloth by the customary route to Rotterdam, and wrote the defendant a letter enclosing an invoice and stating the above facts. A few days later the ship containing the cloth was stranded, and the cloth spoiled. About four months later the plaintiffs wrote another letter, requesting payment of a balance, including therein the value of the cloth. The defendant replied, "In looking over your statement I find that you have charged me for the goods, which have been entirely lost by the sunk ship, being sent *via* Rotterdam. You state in your letter that H. instructed you to send the goods through G. *via* Ostend; but, on account of G.'s having given up the Ostend route, you sent, without any instruction, the goods *via* Rotterdam..... I learn that G. would not have refused the goods.... I expected you would have informed H. about it, and asked him how you were to send it in that case." During said four months the defendant had given further orders, which were executed by the plaintiffs, and the goods sent *via* Rotterdam. The jury found that the defendant had assented to the change of route from Ostend to Rotterdam before the loss of the cloth. *Held*, that said letters contained a sufficient memorandum in writing to satisfy the Statute of Frauds.—*Leather Cloth Co. v. Hieronimus*, L. R. 10 Q. B. 140.

See VENDOR AND PURCHASER.

FREIGHT.

The *Kathleen*, without fault of her own, was run into and abandoned; and she was afterwards brought into an intermediate port by salvors. At the request of its owners, the cargo was sold reserving all questions of freight. Before the sale the ship-owners offered to carry the cargo to its place of destination. The ship-owners requested payment of full freight from the proceeds of the cargo after payment of salvage. *Held*, that by the abandonment the contract between the ship-owners and the shippers was determined, and that the ship-owners were not entitled to freight.—*The Kathleen*, L. R. 4 Ad. & Eq. 269.

See INSURANCE, 2.

GIFT.—See TRUST, DECLARATION OF.

HIGHWAY.—See LICENSE.

IMPLIED CONTRACT.—See CONTRACT.

INDEMNITY.—See CONTRACT.

INDICTMENT.—See CHECK, 2.

INJUNCTION.

1. An injunction was granted to restrain proceedings by the heir-at-law and next of kin for obtaining administration and opposing probate to a draft will, the dispositions in which the defendants had by deed confirmed.—*Wilcocks v. Carter*, L. R. Eq. 327.

2. The plaintiff brought a bill against her copartners, alleging that they had formed a scheme for transferring the business so as to