

DIGEST OF ENGLISH LAW REPORTS.

leged to have been abstracted from the business of the plaintiff's deceased husband, were assets of her husband's estate. Two of the defendants had been in partnership with the plaintiff, who had carried on her husband's business; but they left the plaintiff, and established a similar business with the third defendant. The plaintiff filed an interrogatory, asking whether any of the defendants had drawn out of their business any money on his own account, either in respect of capital or profits. Said third defendant refused to answer until the plaintiff had established her right to a decree. *Held*, that said defendant must answer the interrogatory.—*Saull v. Browne*, L. R. 9 Ch. 364.

3. The plaintiff filed a bill to establish the agency of the defendant in a transaction. The court refused to order the defendant to exhibit the accounts of his private business, and of his transactions with other people.—*Great Western Colliery Co. v. Tucker*, L. R. 9 Ch. 376.

LANDLORD AND TENANT.—See DISTRESS; VENDOR AND PURCHASER, 1.

LEASE.—See COVENANT, 2, 3; VENDOR AND PURCHASER, 2.

LEASE.

1. A. leased to B., without a covenant against underletting without A.'s consent. B. agreed to lease to C. upon the same terms upon which A. leased to him. *Held*, that the person whose consent to underletting was required by the terms of the second lease was A.—*Williamson v. Williamson*, L. R. 17 Eq. 549.

2. A lessee died, and his widow took out administration, and became assignee of the term. The widow left a daughter, who was the mother of the defendant, who entered into possession of the premises which he underlet, paying the ground rent to the lessor, and the balance to his mother in her lifetime, and, after her death, appropriating the balance to his own use. *Held*, that, whether the defendant was executor *de son tort* or not, he was assignee of the term and liable for the non-performance of covenants in the lease.—*Williams v. Heales*, L. R. 9 C. P. 177.

See COVENANT, 2, 3; DISTRESS; VENDOR AND PURCHASER, 2.

LEGACY.

1. A testatrix who had married P., the husband of her deceased sister, bequeathed her property to all her children by the said P. The testatrix had one child born before the date of the will, and one born ten years afterward, and about a month before the death of the testatrix. The child was registered as the son of P. and the testatrix before the latter's death. *Held*, that the second child was entitled to a share of said property.—*In re Goodwin's Trust*, L. R. 17 Eq. 345.

2. A testatrix bequeathed to A., a woman, a sum of bank annuities, and then directed that all gifts and provisions (whether absolute or limited) by her will made for any female should be for her separate use and

(while she should be under coverture) without power of anticipation. *Held*, that A. could only have the income of said annuities during coverture.—*In re Ellis's Trusts*, L. R. 17 Eq. 409.

3. A testator bequeathed a sum of money to his executors, upon trust to apply the interest to keeping in good repair all the tombstones and headstones of his relations and himself in the churchyard of G.; and he directed that any surplus money, which might remain after defraying yearly the expenses as before stated, should be given yearly to poor, pious members of the Methodist Society in G. above the age of fifty. *Held*, that the gift for keeping the tombstones in repair being invalid, the whole of said sum went to the Methodist poor as above provided.—*Dawson v. Small*, L. R. 18 Eq. 114.

4. A testator gave by his will the residue of his personal estate to his wife, for her own absolute use and benefit; and in a subsequent portion of his will he gave "all the money, if any, that shall be remaining after payment of the just debts and funeral expenses of my wife," to certain persons. *Held*, that the testator's widow was absolutely entitled to the said residue.—*Perry v. Merritt*, L. R. 18 Eq. 152.

See APPOINTMENT, 1, 2; ILLEGITIMATE CHILDREN; MARSHALLING ASSETS; WILL.

LIGHT AND AIR.—See EASEMENT, 1.

LIMITATIONS, STATUTE OF.—See COVENANT, 2.

MARRIED WOMAN.—See BANKRUPTCY, 2.

MARSHALLING ASSETS.

1. In the administration of an estate, when the personal estate is insufficient for the payment of debts, specifically devised real estate is not liable to contribute until the residuary real estate is exhausted.—*Lancefield v. Ig-gulden*, L. R. 17 Eq. 556.

2. A testator, who owned pure and impure personal property, directed his trustees to convert his personal estate into money, and out of the proceeds to pay his debts and legacies, and to pay the income to his wife for life, and, after her death, to purchase certain annuities. The testator then gave a legacy to a school, and bequeathed the residue of his personal estate to three charities, in equal portions; and he directed that the latter three legacies should be respectively paid out of such part of his personal estate as could lawfully be applied to the payment thereof, which should be reserved by his trustees for that purpose. *Held*, that the testator's assets must be marshalled in favor of said three charities, and that the testator's debts and legacies other than those above mentioned must be paid out of the impure personality; but that such a proportion of the legacy to said school would be paid as the pure personality bore to the impure. The legacies to said three charities were directed to be paid out of the pure personality.—*Miles v. Harrison*, L. R. 9 Ch. 316.

MASTER AND SERVANT.—See CONTRACT, 4.

MINES.—See COVENANT, 1.