survived A. A. died without issue. *Held*, that B.'s son took under the will. B.'s coming into possession was not a condition precedent. *Edgeworth* v. *Edgeworth*, L. R. 4 H. L. 35.

2. Estates A. and B., subject to the same mortgage, were devised, A. specifically, and B. by a residuary clause. *Held*, that the residuary devise was specific, and that the two estates must bear the mortgage debt ratably.—*Gibbins* v. *Eyden*, L. R. 7 Eq. 371.

See Charity, 1, 2; Executor and Administrator, 4; Forfeiture; Legacy; Perpetuity; Will, 7–14.

Disclaimer—*See* Mortgage, 3.

Discovery.

1. A defendant who has answered cannot avoid discovery, for the purpose of the suit, on the sole ground that it is the same which is the only object of the suit.—*Chichester* v. *Marquis of Donegal*, L. R. 4 Ch. 416.

2. A. filed a bill against B., who had been his partner, alleging that B. had represented a good debt to be bad, and praying that the agreement of dissolution might be set aside, or that B. might be ordered to pay one half of his receipts on account of said debt, and also for an account. The interrogatories asked B. to set forth his said receipts and the partnership accounts. B. answered that a patent had been assigned to him on account of said debt, and that after much litigation at his own expense connected with the same, he expected to receive from it more than the amount of the debt; and as to the accounts, that they were very long, and could only be given by employing an accountant on the books, which were always open to A. *Held*, that the answer was sufficient.—*Lockett* v. *Lockett*, L. R. 4 Ch. 336.

Discretion—*See* Charity, 3.

Disqualification—*See* Parliament.

Divorce—*See* Alimony; Desertion.

Domicile.

If a man is imbecile on attaining his majority, and remains so continuously until his death, his father retains the right of choice of his domicile as long as he lives.—*Sharpe* v. *Crispin*, L. R. 1 P. & D. 611.

Dower—*See* Election.

Dying Declarations—*See* Evidence, 2.

Easement.

A. sold land to plaintiff, reserving a rent, to secure which plaintiff covenanted to build, and built accordingly. A. afterwards sold adjoining land to defendant, who drained the same, in consequence of which plaintiff's land lost the support of subterranean water, and subsided. It would have done so even if it had been unbuilt upon. *Held*, that defendant was not liable. (Exch. Ch.)—*Popplewell* v. *Hodkinson*, L. R. 4 Exch. 248.

See Light; Nuisance, 3; Statute, 7; Way.

Election.

A testator left his wife, among other things, property to which she was entitled in her own right, and an annuity charged on the L. estate in lieu of dower. The wife during her life took what was given her by the will, but never elected to take under or against it. She died intestate, leaving four next of kin, three of whom elected to take under the will; while the fourth, the heir and administrator, elected against it. *Held*, that the election of the three did not bind the fourth, nor that of the fourth the three. In taking the accounts, the fourth was to bring in the annuity, and to be allowed one-fourth of the dower in lieu of which it was given.—*Fytche* v. *Fytche*, L. R. 7 Eq. 494.

Equity—*See* Account.

Equity Pleading and Practice.

Service of a petition for vesting in new trustees lands which had descended to the infant heirs of the former sole trustee, upon the guardian of said heirs, is unnecessary.—*In re Little*, L. R. 7 Eq. 323.

See Discovery; Evidence, 3; Fraudulent Conveyance, 2; Interpleader; Mortgage, 2; Nuisance, 1, 2; Pledge; Production of Documents; Revivor; Ward of Court.

Error.

An arbitrator was required by the order referring the cause to him to state a case for the opinion of the Court of Exchequer, at the request of either party; he stated a case accordingly, which was heard and decided by the Court. *Held*, that this decision was not a judgment on which error could be brought.—*Courtauld* v. *Legh*, L. R. 4 Exch. 187.

Estoppel—*See* Charity, 3; Landlord and Tenant, 1.

Evidence.

1. A declaration or written entry by a deceased person, who had, at the time of making the same, occupied a house four years, that he was tenant of said house at so much rent, and had paid it, is admissible to prove the payment as well as the tenancy.—*The Queen* v. *Exeter*, L. R. 4 Q. B. 341.

2. Thirteen hours before the death of a murdered person, she made a declaration upon oath. She was asked, "Is it with the fear of death before you that you make these statements? Have you any present hope of your recovery?" She said, "None." Her