

DIGEST OF ENGLISH LAW REPORTS.

PROBATE.

A woman made a will in execution of a power, giving an annuity in case she should have no children, or her children should die under age. She had children, who survived her. Administration with the will annexed was refused, as there was no one to whom, as intended under the will, it might be granted. General administration was granted.—*In the Goods of Graham*, L. R. 2 P. & D. 385.

See EXECUTORS AND ADMINISTRATORS.

PROTEST.—See BILLS AND NOTES, 2.

PROVISO.—See DEVISE, 4.

RAILWAY.—See NEGLIGENCE, 1; PRINCIPAL AND AGENT, 1.

REMAINDER.—See LEGACY, 3.

RENT-CHARGE.—See DISTRESS.

RESCISION OF CONTRACT.—See VENDOR AND PURCHASER.

RESIDUARY ESTATE.—See ADEMPMENT; ANNUITY.

REVOCATION.—See EXECUTORS AND ADMINISTRATORS; WILL.

SALE.—See VENDOR AND PURCHASER, 1.

SEALED INSTRUMENT.—See SPECIFIC PERFORMANCE.

SEDUCTION.

The plaintiff's daughter was seduced while in the situation of governess, but on a three days' visit to the plaintiff, with the employer's permission. While at home on the visit, the daughter assisted in domestic duties. *Held*, that the action was not maintainable, as there was no evidence of service to the plaintiff at the time of seduction, and she was not in the plaintiff's service at the time of confinement.—*Hedges v. Tagg*, L. R. 7 Ex. 283.

SET-OFF.

Action upon a judgment. Plea of set-off of a judgment obtained by defendant against plaintiff. Replication that said first judgment was for costs, and that plaintiff's attorney had a lien for his costs upon the amount payable under said judgment, wherefor the plaintiff was suing as trustee of said attorney. *Held*, that there was a proper case of set-off.—*Mercer v. Graves*, L. R. 7 Q. B. 499.

See BILL AND NOTES, 1.

SETTLEMENT.

Where a man made a voluntary settlement of the bulk of his property, without fraudulent intent, when he contemplated trade; or, in fact, six weeks afterward, entered into trade, the settlement was held void against his creditors, who became so in the course of such trade.—*Mackay v. Douglas*, L. R. 14 Eq. 106.

See TRUST; VOLUNTARY SETTLEMENT.

SHIP.—See BILL OF LADING; BOTTOMRY BOND; BURDEN OF PROOF; CHARACTER-PARTY; INSURANCE, 3; JURISDICTION; MORTGAGE.

SPECIFIC PERFORMANCE.

An agent of a railway company, duly authorized by the latter, entered into a verbal agreement with the plaintiff for the construction of buildings upon the company's land, the company to pay £500 a year rent, or, in lieu of that, £5000. All contracts by the

company were required to be under seal. In a suit for specific performance, *held*, that the case was one of a money contract not enforceable in equity, even though there was no valid contract in a court of law.—*Crampton v. Varna Railway Co.*, L. R. 7 Ch. 562.

See LAW, MISTAKE OF.

STATUTE.—See GUARDIAN; PRINCIPAL AND AGENT; VOLUNTARY SETTLEMENT.

STATUTE OF FRAUDS.—See FRAUDS, STATUTE OF.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF.

STEAMSHIP.—See BILLS OF LADING.

SUCCESSION.

A testator domiciled in Portugal directed that certain personal property should be collected by his executors and invested in English funds in trust to pay an annuity to the testator's sister; after her death the fund to form part of the testator's residuary estate, and be divided among his children. *Held*, that when the executors had invested the fund in the above trust, a subsequent devolution of the fund to said children was a succession under the English Succession Duty Act.—*Attorney-General v. Campbell*, L. R. 5 H. L. 524.

SURETY.—See BILLS AND NOTES, 1; GUARANTY.

TACKING.—See MORTGAGE.

TAX.—See SUCCESSION.

TITLE.—See VENDOR AND PURCHASER, 2.

TOTAL LOSS.—See INSURANCE, 2.

TRADE-MARK.

One Ford was the inventor of a shirt, which he called "Ford's Eureka Shirt," which trade-mark he used several years, affixing it to a particular part of the shirt. He also, by advertisement, and in every invoice which he gave customers, described himself as patentee of said shirt. The defendant sold shirts which he marked "The Eureka Shirt" in the same part as that marked as above by Ford. *Held*, that Ford, by putting his name before "Eureka," did not lose his right to the latter word as a trade-mark; and that the misrepresentation as to the shirt being patented would be no defence to an action at law, and that therefore the defendant should be enjoined from applying the mark "Eureka" to his shirts.—*Ford v. Foster*, L. R. 7 Ch. 611.

TRADER.—See SETTLEMENT.

TRESPASS.

In the defendant's land were hollows caused by the subsidence of the ground over spots which had been worked out in mining operations. Heavy rains caused water to overflow from the watercourse into the hollows, thence into the defendant's mines, and thence into the plaintiff's mines. The defendant had diverted the watercourse, and thereby lessened its liability to overflow, and had not been guilty of negligence in working his mines. *Held*, that the defendant was liable for the damages to the plaintiff's mine.—*Smith v. Fletcher*, L. R. 7 Ex. 305.