

DIGEST OF ENGLISH REPORTS.

REGISTRATION.

A registered title can be affected only by clear and distinct notice, amounting in fact to fraud.—*Chadwick v. Turner*, Law Rep. 1 Ch. 310.

RELEASE.

Residuary legatees having given up to a debtor of their testatrix a policy on his life, held by her as security for the debt, and having signified their intention of releasing the debt on his paying the probate and legacy duty on the debt, such payment is a good consideration for the release, and the debt is released.—*Dubitante, Knight Bruce, L. J.*; *Taylor v. Manners*, Law Rep. 1 Ch. 48.

RENT.

1. Under a condition in a sale of leaseholds, that all outgoing to the day of taking possession shall be paid by the vendor, an apportioned part of the current rent from the last quarter-day to the day of taking possession is an outgoing.—*Laves v. Gibson*, Law Rep. 1 Eq. 135.

2. A rent-charge, granted by a deed containing no power of distress, is within the 4 Geo. II. c. 28, § 5, and is therefore a "freehold tenement.—*Dodds v. Thompson*, Law Rep. 1 C. P. 133.

See APPEAL, 1; FRAUDS, STATUTE OF, 2; LEASE; TENANT FOR LIFE.

RES ADJUDICATA.

Demurrer will not lie to a bill on the ground of *res adjudicata*, unless it avers that everything in controversy, as the foundation of the suit, was in controversy in the former suit.—*Moss v. Anglo-Egyptian Navigation Co.*, Law Rep. 1 Ch. 108.

RESIDENCE.—See DOMICIL.

SEDUCTION.—See DAMAGES, 1.

SEPARATE USE.

A bequest of a legacy to trustees on trust, to invest and pay the dividends to the testator's unmarried niece during her life, "for her own sole and separate use and benefit, free from the control of any husband she may marry," followed by a bequest of the residue of the testator's personal estate to the said niece, "for her own sole use and benefit absolutely,"—held, that there was a good gift of the residue to the wife's separate use.—*Tarsey's Trust*, Law Rep. 1 Eq. 561.

See ACCRUER, 2.

SERVICE.—See PRACTICE (AT LAW); SUBSTITUTIONAL SERVICE.

SETTLED ESTATE.

Testator devised real estate to trustees on trust, at their discretion to sell, invest the pro-

ceeds, and pay the income to his wife and children. Held, that, as the time of sale was discretionary, and as the rents until sale must by implication go as the income of the proceeds was directed to be applied, this was a settled estate, within 19 & 20 Vict. c. 120, § 1; and 21 and 22 Vict. c. 77, § 1.—*Jaing's Trusts*, Law Rep. 1 Eq. 416.

SOLICITOR.

1. A trustee is liable for loss caused by the fraud of his solicitor, although he may have used ordinary discretion in employing him.—*Bostock v. Floyer*, Law Rep. 1 Eq. 26.

2. Consent to the withdrawal of a juror, by counsel retained to conduct a cause, is binding on the client, notwithstanding he may have dissented, if this dissent was not known to the opposite party at the time.—*Strauss v. Francis*, Law Rep. 1 Q. B. 379.

3. Proceedings taken on behalf of a defendant by a solicitor, who had not at the time renewed his annual certificate, will not be set aside as irregular; the interest of the client not being affected by the want of proper qualification.—*Sparling v. Brereton*, Law Rep. 2 Eq. 64.

4. If a solicitor, acting for a vendor, receives the deposit on the sale of an estate as such agent, he does not receive it as a stockholder, but must pay it to the vendor on demand.—*Edgell v. Day*, Law Rep. 1 C. P. 80.

5. A solicitor who pays off a mortgage due from his client must be taken to act as the agent of the client, and not on his own behalf; and, if he receives the rent of the mortgaged property, the possession is that of the client, and the Statute of Limitations does not run against the client.—*Ward v. Carttar*, Law Rep. 1 Eq. 29.

See PRODUCTION OF DOCUMENTS, 6.

SPECIAL CASE.

If a case is submitted on an agreed statement of fact, with power for the court to draw any reasonable inferences, the court cannot infer that the facts stated are a color to conceal something really different; at least, unless such inference is very clearly made out.—*Bullen v. Sharp*, Law Rep. 1 C. P. 86.

SPECIFIC PERFORMANCE.

1. A title, under a construction of a will, will not be forced on a purchaser, if an opposite construction has been acted on for years, and if the judge whose opinion is appealed from held the title bad, unless such opinion is clearly erroneous.—*Collier v. McBean*, Law Rep. 1 Ch. 81.

2. The safety or convenience of the public is a ground for refusing specific performance of a