

## DIGEST OF ENGLISH LAW REPORTS.

An agreement between an authoress and a publisher that the latter should publish a work at his expense and pay the authoress a royalty on the copies sold, does not prevent the authoress from authorizing another publisher to bring out a second edition of her work before all the copies of the first are sold. *Warne v. Routledge*, L. R. 18 Eq. 497.

## COSTS.

Two executors gave a joint retainer to a firm of solicitors. One executor died insolvent. *Held*, that the surviving executor was entitled to be allowed for all the costs, as he was liable to the solicitor for the whole. — *Watson v. Row*, L. R. 18 Eq. 680.

## SEE POWER.

## COVENANT.

The plaintiffs were the lessees of a certain estate, covenanting in their lease to repair and yield up in repair, and also to repair after three months' notice. They underleased to the defendants with similar covenants, except that the notice was to be of two months. In September the lessor gave notice to the plaintiffs to repair, and the plaintiffs gave a similar notice to the defendant. Being threatened with proceedings in ejectment, the plaintiffs did the repairs themselves, and then sued the defendants before the expiration of two months from the time of the plaintiffs' notice to the defendants. *Held*, that the action could not be maintained on the general covenant to repair, as there were no damages to the reversion, and that the action had been brought too soon to be maintained on the covenant to repair on two months' notice. The notice to the plaintiffs in September was not notice to the defendant. *Williams v. Williams*, L. R. 9 C. P. 659.

See LEASE ; SETTLEMENT, 1.

CUSTOM.—See CARRIER, 1.

## DAMAGES.

Action for damages for injuries sustained by the plaintiff through the defendants' negligence while he was travelling on their line. The plaintiff had received a sum from an insurance company which had insured him against accidents. *Held*, that the damages recovered from the defendants were not to be reduced by the sum received by the plaintiff from the insurance company.—*Bradburn v. Great Western Railway Co.*, L. R. 10 Ex. 1.

See ANCIENT LIGHT ; BILL OF LADING ; EMINENT DOMAIN ; VENDOR AND PURCHASER.

DECLARATION OF TRUST.—See GIFT.

DEDICATION.—See HIGHWAY.

## DEED.

1. A conveyance was made to the defendant of all that messuage and dwelling house then in the occupation of the defendant, and of all the buildings and easements whatsoever to the said messuage reputed to belong or appertain. The pillar of the portico, string-course, and pediment were in front of the

plaintiff's house and overlapped the party-wall dividing the plaintiff's house from the defendant's, but they were built as parts of and ornaments to the defendant's house. *Held*, that said productions were part of the defendant's house.—*Fox v. Clarke*, L. R. 9 Q. B. 565 ; s. c., L. R. 7 Q. B. 748.

2. A conveyance of a lot of land described the land as adjoining a road, and as being the lot indicated by a plan on the deed, wherein the site of the lot was coloured pink. The lot marked out on the plan included no part of the road. *Held*, that no part of the road passed under the conveyance.—*Plumstead Board of Works v. British Land Co.*, L. R. 10 Q. B. 16.

DESCRIPTION.—See DEED, 2.

DEVASTAVIT.—See PARTNERSHIP, 2.

## DEVISE.

A testator gave the residue of his real and personal estate to his five children by name, "and to the children born of the body of E., deceased, and to the children born of the body of L., deceased, to be divided amongst them in equal shares and proportions." E. and L., the testator's deceased daughters, left respectively five and two children. *Held*, that the residue must be divided in twelve equal parts between the testator's five children and the seven children of E. and L.—*Payne v. Webb*, L. R. 19 Eq. 27.

See ADEMPMENT, 2 ; ANNUITY ; ELECTION, 2 ; LEGACY ; TRUST.

DIRECTOR.—See CHECK.

DISCOVERY.—See INTERROGATORIES ; TRUST, 5.

DISTRIBUTIONS, STATUTE OF.—See ELECTION, 2.

## DIVIDEND.

A holder of shares in a life office and in a fire office bequeathed his personal property to trustees in trust to permit his wife to receive the dividends, interest, and income during life, remainder over. By the deed of settlement of the life office it was provided that a certain sum should be set apart as a "separate fund," and that the residue and all accumulations should form a "surplus fund ;" and dividends at certain intervals were authorized on said "surplus fund." The life office declared an "extraordinary dividend" for the preceding five years ; and it appears that this was a dividend on the "surplus fund." The fire office also declared "a special extra dividend paid out of the profits of the business." *Held*, that both these dividends were income and belonged to the widow.—*In re Hopkins' Trust*, L. R. 18 Eq. 696.

## DOCUMENTS, INSPECTION OF.

1. Where an accident happens on a railway, and the officials of the company, in the course of their ordinary duty, whether before or after action brought, make a report to the company, that report is subject to inspection ; but where a claim has been made, and the company seek to inform themselves by a medical examination as to the condition of the person