

DIGEST OF ENGLISH LAW REPORTS.

ESTOPPEL.—See BOND; EQUITY, 3.
EVIDENCE.

L. died in 1860, and by his will gave a legacy to T., who had sailed to Australia and was heard from in 1859, but never afterwards. More than seven years after, the residuary legatee petitioned for payment of the legacy to him. *Held*, that the burden was on those who claimed under T. to prove that he survived the testator.—*In re Leewe's Trusts*, L. R. 11 Eq. 236.

See CONTRACT, 1-3; CRIMINAL LAW, 1.

EXECUTOR.—See WILL, 1, 2.

EXTINGUISHMENT.—See POWER.

FALSE IMPRISONMENT.—See MASTER AND SERVANT, 1.

FALSE PRETENCES.—See CRIMINAL LAW, 4, 5.

FOREIGN JUDGMENT.

1. Action upon a foreign judgment by a court having jurisdiction. The plea set out that the judgment proceeded upon a mistake in English law, and the mistake appeared on the record; the record also showed that the defendants did not bring to the knowledge of the foreign court the provision of English law. *Held*, that the mistake did not prevent the English Court from giving effect to the judgment.—*Goddard v. Gray*, L. R. 6 Q. B. 129.

2. By the law of France a resident may sue a foreigner not resident there; the mode of citation is by serving the summons on the Procureur Impérial. The defendants were sued and service made in this manner: they were not French subjects, nor resident in France, nor in France when the obligation upon which they were sued was contracted, but had notice of the suit. Judgment was given against them by default, and an action brought in England on the judgment. *Held*, that the defendants were under no obligation to obey the French judgment.—*Shibbsy v. Westenholz*, L. R. 6 Q. B. 155.

FOREFEITURE.—See BUILDING CONTRACT.

FRAUD.—See BANKRUPTCY; EQUITY, 1.

FRAUDULENT CONVEYANCE.—See ASSIGNMENT.

GIFT.—See CHARITY; WILL, 7.

HOTCH-POT.—See WILL, 5.

HUSBAND AND WIFE.

The defendant's wife, without his knowledge, bought of the plaintiff goods, such as a gold pencil-case, cigar-case, glove-box, scent-bottle, guitar, music, purse, and the like, to the value of £20. The defendant was a clerk, with a salary of £400 a year. *Held*, that the wife's authority to bind her husband extended only to contract for things suitable to his style of living so far as they were within the domestic

department, and that the defendant was not liable.—*Phillipson v. Hayler*, L. R. 6 C. P. 38.

INDECENT EXPOSURE.—See CRIMINAL LAW, 1.

INDEMNITY.—See CONTRACT, 4.

INJUNCTION.

An Act under which a railway was constructed enacted that the company should from time to time erect and maintain such works for drainage as should be directed by justices of the peace. *Held*, that the Court of Chancery could not exercise jurisdiction to restrain the company from flowing the adjoining lands by reason of insufficient drainage, the proper remedy being an application to the justices.—*Hood v. North Eastern Railway Co.*, L. R. 11 Eq. 116.

See VENDOR AND PURCHASER, 2.

INTENTION.—See CRIMINAL LAW, 2; WILL, 13.

INVESTMENT.—See WILL, 2.

INVITATION.—See NEGLIGENCE, 2.

JURISDICTION.—See EQUITY, 1, 3; FOREIGN JUDGMENT; INJUNCTION.

LARCENY.—See CRIMINAL LAW, 3.

LAPSE.—See EVIDENCE.

LEGACY.

Testator bequeathed to his wife £200 which he directed to be paid ten days after his decease. During his last illness he gave his wife £200 at her request to meet expenses immediate on his death. *Held*, that the legacy was not given for such a particular purpose that it was satisfied by the gift.—*Parkhurst v. Howell*, L. R. 6 Ch. 136.

LETTER.—See CONTRACT, 2, 3.

LICENSE.—See NEGLIGENCE, 2.

LIEN.—See COMPANY, 2.

MASTER AND SERVANT.

1. A clerk of a railway company gave the plaintiff into custody, upon a charge that he attempted to rob the till at a station, after the attempt had ceased. *Held*, that as the clerk was not acting in protection of the company's property, he had no implied authority to give the plaintiff into custody, and that the company were not liable for false imprisonment.—*Allen v. London and South Western Railway Co.*, L. R. 6 Q. B. 65.

2. At B. three railway stations are open to one another, and the whole area is used as common ground by the passengers of all. The plaintiff, on his way to the booking-office of another company, was standing on the defendants' platform waiting for luggage, when a porter of the defendants' drove a truck laden with luggage so negligently that a trunk fell off and injured the plaintiff. *Held*, that the defendants were liable for the misfeasance o