

DIGEST OF ENGLISH LAW REPORTS.

rangement, an instrument was executed by B. to the bank, in which the three houses were described as conveyed in leasehold to B. by one L., "by indenture dated the 25th of September, 1874." In fact, only one of the three was comprised in that lease, the other two having been conveyed by lease to B. by L., Dec. 31, 1874. B. went into liquidation; the three houses were sold by the first mortgagee, and a sufficient sum remained out of the proceeds of the sale to pay the whole claim at the bank. *Held*, that the bank was entitled to the amount of its claim out of the proceeds of the three houses.—*In re Boulter. Ex parte National Provincial Bank of England*, 4 Ch. D. 241.

DEVISE.

C. devised five houses to "all and every the children of my late brother J. C. who shall be living at my decease, or who shall have died in my lifetime leaving issue living at my death, in equal shares as tenants in common." Subsequently by codicil it was recited that some of the children of J. C. had lately died without issue; the previous devise of the five houses was revoked, one of the houses was given to another devisee, and the remaining four devised to J. C.'s children in the precise words previously used in the will. J. C. had four children living at the testator's death, and one had died during the life of the testator leaving children. *Held*, that the four children of J. C. living at the testator's death took the whole of the four houses, as members of a class.—*In re Coleman & Jarrom*, 4 Ch. D. 165.

DISTRIBUTION.

Testator gave £10,000 in stocks to trustees, to pay £7,500 to certain of his grandchildren named, and the interest on the £2,500 to be paid to M. B. for life, and after his death the sum itself to be paid to the children of J. B., daughter of the testator, deceased, or their descendants; but should there be none of them surviving, "then it should be divided amongst such other grandchildren as I may then have living, or in default thereof to my legal representative." J. B. had seven children, three died unmarried in the lifetime of the testator. One of the four survivors survived the tenant for life, and one only of the three, so dying before the tenant for life, left issue. *Held*, that the children of J. B. who survived the testator, or their representatives, were the persons entitled to take.—*In re Dave's Trusts*, 4 Ch. D. 210.

DOMESTIC RELATIONS.—See CUSTODY OF CHILD; DOWER; MARRIAGE SETTLEMENT, 1, 2.

DOWER.

Mortgage in the ordinary form, with power of sale by D., with release of dower by wife, made Dec. 24, 1846. Nov. 3, 1854, D. made a second mortgage in similar form, but conveying "freed and discharged of and from all right and title to dower" on the part of his wife, and subject to the mortgage of Dec. 24, 1846. Dec. 4, 1858, the second mortgagees paid the first mortgagee, and took a conveyance of the premises from the latter, subject to the equity of redemption in the first mortgage. In October, 1860, default was made on the second mortgage, and the mortgagees sold the property. Nov. 24, 1874, D. died, and Oct. 14, 1875, his wife filed her bill against the mortgagees for the value of her dower in the equity of redemption sold by them. D. and his wife were married before the Dower Act. *Held*, that she was entitled.—*Dawson v. Bank of Whitehaven*, 4 Ch. D. 639.

EASEMENT.—See WAY.

EMBEZZLEMENT.

1. Indictment under 24 & 25 Vict., c. 96, § 75. Prisoner was an insurance broker, and received in the latter part of December the amount of two policies sent to him for collection by the prosecutor. The amounts were sent him by checks to his own order, and he placed the checks to his own credit in his own bank. He was pressed for the money by the prosecutor, and made excuses for not paying it over at once. January 27 following he filed a petition in bankruptcy, and his balance at his bank turned out to be much less than the amount of the said checks. *Held*, that on these facts a conviction, "for that he being a broker, attorney, or agent, was intrusted with securities for a particular purpose, without authority to sell, negotiate, transfer, or pledge them, and that he unlawfully, and contrary to the purpose for which said securities were intrusted, converted a part of the proceeds thereof to his own use," could not be maintained.—*The Queen v. Tatlock*, 2 Q. B. D. 157.

2. The prisoner was clerk of the L. Insurance Company, and was in the habit of opening letters and receiving remittances, which he handed to the cashier, an officer under himself. If checks were sent, it was his duty to endorse them as though payable to his own order, and hand them to the cashier, who deposited them to the credit of the company, and accounted for them in his own books. Prisoner received two checks in payment of dues to the company, payable to his own order. Instead of indorsing these in the usual way, and passing them to the cashier, he got the money on them from