

DIGEST OF THE ENGLISH LAW REPORTS.

The defendants refused to defend the above action. *Held*, that the plaintiffs were entitled to recover the amount of damages which H. had recovered of them, but not the costs they had paid H.—*Bacondale v. London, Chatham, & Dover Railway Co.*, L. R. 10 Ex. (Ex. Ch.) 35.

2. A passenger on a railway was injured by an accident, and died in consequence. His executrix brought an action for expenses of medical attendance, and the loss occasioned to his estate from his being unable to attend to his business previous to his death. *Held*, that the executrix was entitled to recover for expenses and loss to business.—*Bradshaw v. Lancashire & Yorkshire Railway Co.*, L. R. 10 C. P. 189.

3. The plaintiff took tickets for himself, his wife, and two children aged respectively five and seven years, to go by the midnight train on the defendants' railway from A to B. The train did not go to B., and the plaintiff and his family were obliged to get out at C. and walk to B., a distance of five miles. It was a wet night, and the plaintiff's wife caught cold, and was unable to assist her husband in his business for some time in consequence, and expenses were incurred for medical attendance. The jury found a verdict of £8 damages for the plaintiff's inconvenience in being obliged to walk home, and £20 in respect of the wife's illness and its consequence. *Held*, that the verdict for the £8 must stand; but the damages compensated by the £20 were too remote, and that the verdict must be reduced by this sum. COCKBURN, C.J.: "I think that the nearest approach to anything like a fixed rule is this: that to entitle a person to damages by reason of a breach of contract, the injury for which compensation is asked should be one that may be fairly taken to have been contemplated by the parties as the possible result of the breach of contract."—*Hobbs v. London & South Western Railway Co.*, L. R. 10 Q. B. 111.

See NEGLIGENCE, 1; PILOT.

DECREE.—See CONVERSION.

DEMURRER.—See BILL IN EQUITY, 1.

DEVISE.—See ADVANCEMENT; CONSTRUCTION; LEGACY; RESIDUE; VESTED INTEREST.

DIRECTOR.—See BANK.

DISAFFIRMANCE.—See PLEADING.

DIVORCE.—See SETTLEMENT, 2.

DOCUMENTS, PRODUCTION OF.

Petition for winding up the Emma Mining Company. The secretary filed an affidavit denying the allegations in the petition; and he was cross-examined upon the affidavit, and served with a notice to produce the books of the company, which he refused to do. *Held*, that the petitioner was entitled to the production of the books for the purpose of testing the secretary's memory.—*In re Emma Silver Mining Co.*, L. R. 10 Ch. 194.

DOMICILE.—See SETTLEMENT, 2.

EASEMENT.

A stream was divided immemorially, but by artificial means, into two branches at E., one branch flowing on into the river Irwell, and the second branch to a farm where it supplied a trough, the overflow percolating by no defined course into said river. In 1847, W., who owned said farm and thence to the Irwell, collected said overflow and carried it by a drain to a mill on the banks of the Irwell. In 1865, W. purchased the land through which said second branch flowed from E. to said farm. In 1867, W. sold said mill with all water rights to the plaintiff. *Held*, that the plaintiff could maintain an action against a riparian owner above E. for obstructing the flow of the water.—*Holker v. Porritt*, L. R. 10 Ex. 59; s. c. 8 Ex. 107; 7 Am. Law Rev. 684.

ELECTION.—See INSURANCE, 1.

EMINENT DOMAIN.

In August, 1864, the plaintiffs were served by a railway company with notice to treat. In November, 1864, the company entered into possession of the plaintiffs' land. On the 20th of August, 1869, the verdict of a jury assessed the plaintiffs' compensation at £2,000. *Held*, that the company must pay the plaintiffs' interest on said £2,000 from November, 1864, when the company took possession.—*Rhys v. Dare Valley Railway Co.*, L. R. 19 Eq. 93.

See NOTICE TO TREAT.

EQUITY.—See BILL IN EQUITY; BOND; FRAUDS, STATUTE OF, 1; LIBEL; MINE; NOTICE TO TREAT.

ESTOPPEL.

Declaration by indorsee of a bill to exchange against the acceptor. Plea by way of estoppel, setting out the proceedings in a former action by the plaintiff, wherein the defendant had pleaded a composition deed to which the plaintiff was a party, whereby the defendant was to be discharged from his debts, including said bill, on payment of a composition in two instalments, in default of payment the deed to be void; the plaintiff had replied non-payment of the first instalment, and the defendant had rejoined a mistake in non-payment on the proper day, and a subsequent tender; whereupon the plaintiff confessed the plea and paid costs. To this plea the plaintiff replied that another instalment had become payable, and that the defendant had made default whereby the composition deed became void. Demurrer. *Held*, that the replication was good.—*Hall v. Levy*, L. R. 10 C. P. 154.

EVIDENCE.—See BANKRUPTCY, 2; CHECK, 2; DOCUMENTS, PRODUCTION OF; MARRIAGE; NEGLIGENCE, 2; SEAWORTHINESS.

EXECUTORS AND ADMINISTRATORS.

1. An administrator of C. obtained judgment in Calcutta against N., who subsequently died in England. *Held*, that the