

## DIGEST OF ENGLISH LAW REPORTS.

for seven years, the court ordered administration to issue to the guardian elected by said children, without first citing said next of kin.—*In the Goods of Burchmore*, L. R. 3 P. & D. 189.

2. A testatrix appointed A. her sole trustee, and directed that he should be paid as attorney the same as if he were not a trustee. A's only duties under the will were those of trustee. *Held*, that A. was not entitled to probate as executor.—*In the Goods of Lowry*, L. R. 3 P. & D. 157.

See CONTRACT, 1; LEASE, 2; MARSHALLING ASSETS, 1.

EXECUTOR DE SON TORT.—See LEASE, 2.

## FALSE RETURN.

A sheriff had received two writs against B. to levy £63 and £44, respectively, and made a levy under each writ. He then received a third writ against B. to levy £125, but made no levy, and returned *nulla bona*. B. owned property to the value of £50. Said two writs were fraudulent. *Held*, that it was the duty of the sheriff to have levied on said third writ, when the plaintiff therein could have disputed the validity of the said writs.—*Dennis v. Whetham*, L. R. 9 Q. B. 345.

FERRY BOAT.—See COLLISION, 1.

FOG.—See COLLISION.

FORFEITURE.—See CONTRACT, 4.

FORGERY.—See DOCUMENTS, PRODUCTION OF.

## FRAUDS, STATUTE OF.

1. T. agreed in writing, July 6, 1870, to purchase the plaintiff's in a leasehold house. A lease was accordingly prepared, but with a covenant inserted that T., the lessee, would not carry on the business of a grocer on the premises. T. died suddenly before the lease was executed. The plaintiff testified that it was distinctly understood between T. and himself that said covenant should be inserted; and the plaintiff's solicitor testified that he had shown said lease to T. in August, 1873, and that T. had said it was all right and in accordance with the arrangement between him and the plaintiff. After T.'s death the plaintiff prayed that T.'s administrator be ordered to execute the counterpart of said lease to T. *Held*, that, under the Statute of Frauds, T.'s administrator could not be compelled to execute said lease containing such a variation from the written agreement.—*Snelling v. Thomas*, L. R. 17 Eq. 303.

2. "Proprietor" is sufficient description of the vendor of real estate, whose name is not mentioned, to satisfy the Statute of Frauds.—*Sals v. Lambert*, L. R. 10 Eq. 1.

Otherwise with "vendor."—*Potter v. Duffield*, L. R. 18 Eq. 4.

GIFT.—See TRUST, 2.

HANDWRITING.—See DOCUMENTS, PRODUCTION OF.

HUSBAND AND WIFE.—See BANKRUPTCY, 2.

## ILLEGITIMATE CHILDREN.

A testator who had married the day before

the date of his will, gave his wife power to dispose by will of his property amongst their children; and, in default of such disposal, the testator gave his property equally between his children by his said wife. At the date of the will the testator had two illegitimate children by his said wife. *Held*, that said children would take, in default of disposal as aforesaid by the wife.—*Dorin v. Dorin*, L. R. 17 Eq. 463.

See LEGACY, 1.

INCUMBRANCE.—See VENDOR AND PURCHASER, 2.

INDICTMENT.—See TRIAL.

## INJUNCTION.

A railway company, which had running power over another railway, applied for an injunction to restrain the latter railway from preventing the former's exercising such powers. *Held*, that, inasmuch as an injunction would involve an order that the second railway company should properly work its switches and signals, which was a continuous act involving labor and care, the injunction could not be granted.—*Powell Duffryn Steam Coal Co. v. Taff Vale Railway Co.*, L. R. 9 Ch. 331.

See COVENANT, 1; EASEMENT, 1.

## INSURANCE.

A policy of insurance, effected by the plaintiff upon the life of another person, contained a proviso that the policy should be void if the declaration concerning the insured, made out by the plaintiff, was not in every respect true. An answer to a question in said declaration was untrue, though not to the plaintiff's knowledge. *Held*, that the policy was void.—*Macdonald v. Law Union Insurance Co.*, L. R. 9 Q. B. 328.

## INTEREST.

A contract between a railway company and a contractor provided that payments should be made monthly. There was no provision as to payment of interest. The contractor demanded a sum alleged to be due, with interest thereon. The account being disputed, the contractor filed a bill, and proved that a sum less than half that demanded was due him. *Held*, that the contractor was not entitled to interest.—*Hill v. South Staffordshire Railway Co.*, L. R. 18 Eq. 154.

## INTERROGATORIES.

1. In an action against a partnership the partners were interrogated as to who their customers were, and in their answer the partners set out the names of their customers in a long schedule. A summons was then taken out, calling on the partners to state what partnership books and documents they had. The judge declared that he was convinced that there must be such documents, although the partners had not admitted possessing the same; and he ordered the partners to admit that such documents were in their possession.—*Saull v. Browne*, L. R. 17 Eq. 402.

2. The plaintiff filed a bill, praying that a certain business, good-will, and assets, al-