

## DIGEST OF ENGLISH LAW REPORTS.

DEVISE—See WILL, 5.

## DISCOVERY.

A defendant, in a suit for infringement of a patent, in order to prove that there was no novelty in the plaintiff's patent, interrogated the plaintiff as to the inventions described in the specifications of previous patents, and asked him to show in what respect they differed from his. The plaintiff declined to answer, on the ground that these were not questions of fact, and that they related to the plaintiff's case. *Held*, that he must answer. A defendant may ask any questions tending to destroy the plaintiff's claim.

An exception bad in part, is not necessarily wholly bad.—*Hoffman v. Postill*, L. R. 4 Ch. 673.

DIVORCE—See DESERTION.

## DOMICILE.

When a domicile of choice is abandoned, the domicile of origin revives and continues until a second domicile of choice is acquired.—*Udny v. Udny*, L. R. 1 H. L. Sc. 441.

ELECTION—See PERPETUITY, 2.

## EQUITABLE ASSIGNMENT.

A., having wheat ex vessel M., in the hands of a factor for sale, borrowed 500*l.* from B., and gave B. his acceptance at two months, describing the consideration as "value received in wheat ex M.;" and it was orally agreed to renew the bill from time to time until A. should receive from the factor the proceeds of the wheat. *Held*, that this did not amount to an equitable assignment of the fund in the hands of the factor.—*Field v. Megaw*, L. R. 4 C. P. 660.

EQUITABLE CONVERSION—See TENANCY IN COMMON.

EQUITABLE PLEA—See PLEADING.

EQUITY PLEADING AND PRACTICE—See DISCOVERY; SPECIFIC PERFORMANCE, 1.

EVIDENCE—See STAMP, 2.

EXCEPTION—See DISCOVERY.

EXECUTOR AND ADMINISTRATOR—See COSTS, 2;

MONEY HAD AND RECEIVED; STAMP, 2;

WILL, 3.

## FIXTURE.

1. A lessee of rolling mills made an equitable mortgage of the same, and afterwards became bankrupt. On a case stated between the mortgagees and the assignees, *held*, (1) That duplicate iron rods, which had been fitted to the machine and used, were fixtures, and passed to the mortgagees; (2) so were straightening plates embedded in the floor; (3) but rolls which had not yet been fitted to the machine; and (4) weighing machines

which were placed in bricked holes, the weighing plate being level with the ground, but which were not fixed to the brickwork, were not fixtures, and passed to the assignees.—*In re Richards*, L. R. 4 Ch. 630.

2. A steam-engine and boiler, annexed to the freehold for the more convenient use of them, and not to improve the inheritance, and capable of being removed without any appreciable damage to the freehold, pass under a mortgage of the freehold (Exch. Ch.)—*Climie v. Wood*, L. R. 4 Ex. 328; s. c. L. R. 3 Ex. 257; 3 Am. L. Rev. 271.

## FOREIGN GOVERNMENT.

By a convention between the government of Peru and a Peruvian company, all guano to be shipped from Peru to England and Ireland was to be consigned to the company, which was to sell the same, and hold the net proceeds at the disposal of said government. Said government afterwards negotiated a loan in England, hypothecating for the same all the guano to be shipped as above, and agreeing that out of the proceeds of said guano a certain sum should be applied half-yearly in redemption of the loan bonds. Bondholders sued to enforce the application of the proceeds in England to redemption as agreed. The Peruvian government was made a party, but did not appear. *Held*, that the court had no jurisdiction.

The loan was governed by the law of Peru.

The above redemption was to be made by paying off at par bonds to be drawn by lot when the bonds should be above par, and by purchasing at the market price when the bonds should be at or below par. The government cancelled bonds which had been given up to it in exchange for bonds of a subsequent loan, to the stipulated amount at the price at which the subsequent loan was contracted, being a higher price than that of the bonds of the first loan, as quoted on the London Stock Exchange. *Held*, a compliance with the contract.—*Smith v. Weguelin*, L. R. 8 Eq. 199.

FORFEITURE—See LANDLORD AND TENANT.

FRAUD—See BILLS AND NOTES; CONTRACT; FRAUDULENT CONVEYANCE; WIFE'S EQUIT.

## FRAUDULENT CONVEYANCE.

A debtor, at a time when he knew that a writ of sequestration would be issued against him, mortgaged all his property to trustees for five of his creditors. By the deed the debtor was to remain in possession of his property for six months, but not so as to let in any execution or sequestration, and in case any such should be enforced, his possession was to cease. A writ of sequestration was