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Debt.—See Will, 6.

Delay.—See Specific Performance, 2.

Devise.

A testatrix gave property to her daughter and her husband for their lives, and after the death of the survivor to the children of her said daughter who should be living at the testatrix's decease; but provided that, in case any of the children should die "without leaving lawful issue," the portion of those so dying should go to the surviving grandchildren of the testatrix that should "leave such lawful issue." *Held*, that the words "without leaving lawful issue" applied to the period of distribution; that is, the decease of the surviving tenant for life. *Besant* v. *Cox*, 6 Ch. D. 604.

See Election.

Distribution.—See Devise.

Diverting Watercourse.—See Mine, 2.

Domestic Relations. — See Husband and Wife.

Dower.

Mortgage in the ordinary form by D., with power of sale, and release of dower by his wife, made Dec. 24, 1846. Nov. 3, 1854, D. made a second mortgage, in similar form, 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. In both mortgages the equity of redemption was limited to D. and his heirs and assigns. Dec. 4, 1858, the second mortgagee 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, which brought less than the amount of the mortgages. D. died Nov. 24, 1874, and, Oct. 14, 1875, the 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*, reversing the decision of Bacon, V.C., that she was not entitled.—*Dawson* v. *Bank of Whitehaven*, 6 Ch. D. 218; s. c. 4 Ch. D. 639.

Election.

A person entitled, except on an event which never happened, to the proceeds of real estate, devised on a trust to sell and hold the proceeds for him, lived on the property all his life instead of having it sold, and at his death made careful disposition of it by will as real estate. *Held*, in a suit between the devisee and the personal representative, that he had a right to elect to take it as real estate, and that his acts while living, and the disposition made in his will, showed that he had so elected.—*Meek* v. *Devenish*, 6 Ch. D. 566.

See Settlement, 4; Trust.

Embezzlement.—See Jurisdiction, 3.

Equity.—See Injunction, 1.

Estate for Life.—See Will, 5.

Evidence.—See Contract; Presumption.

Executor and Administrator.

An executor or administrator stands in the relation of gratuitous bailee, and is not to be charged, either at law or in equity, for loss of goods, except through his wilful default. —*Job* v. *Job*, 6 Ch. D. 562.

Executory Devise.—See Devise.

Falsa Demonstratio.—See Will, 1.

Forfeiture.

Fraud.

S., the defendant, sold the plaintiffs a lot of land as freehold. It turned out, after the purchase-money had been paid, that almost the entire lot was copyhold and not freehold. S. alleged that his statement that the land was freehold was *bona fide*. *Held*, that the sale must be set aside, and the purchase-money refunded with interest, and the plaintiff paid the expenses he had incurred in consequence of the misrepresentation. The defendant had committed a "legal fraud."—*Hart* v. *Swaine*, 7 Ch. D. 42.

See Bankruptcy, 2.

Frauds, Statute of

1. Defendants wrote and signed an offer for the lease of a theatre, which offer was attested by the owner's agent. The owner's name did not appear in the writing, which was addressed to "Sir," without more. The offer was accepted by the agent, by a letter signed by himself, but in which the names of the defendants did not appear. *Held*, that there was not a valid agreement within the Statute of Frauds, and the proposed les sees were not bound to specific performance. —*Williams* v. *Jordan*, 6 Ch. D. 517.

2. A party entitled to declare a trust on certain land wrote to the mother of her infant grandchild a letter, signed with the writer's initials, and enclosed in the envelope another paper, headed "Supplement," beginning, "I quite omitted to tell you," &c., and unsigned. There was no reference in the letter proper to the "Supplement." *Held*, that the unsigned document was not a sufficient declaration of trust under the Statute of Frauds.—*Kronheim* v. *Johnson*, 7 Ch. D. 60.

See Lease; Specific Performance, 1.

Freight.—See Mortgage, 2.

Gift.—See Attorney and Client, 1.

Guaranty.—See Husband and Wife, 3.

Husband and Wife.

1. A marriage settlement was made on the marriage of J. E., and property transferred thereunder to J. G., T. E., and J. H., trustees. Subsequently, J. E. placed £4,-000 railroad debentures in the names of himself, his wife, and J. G., and sixty shares in a railroad company in the names of himself, his wife, and T. E. and J. G. It appeared that the income from the marriage settlement had been decreased about one quarter.