

## DIGEST OF ENGLISH LAW REPORTS.

## SLANDER.

The declaration alleged that it was the duty of the plaintiff, as a gamekeeper, not to kill foxes, that he was employed on the terms of his not doing so, and that a person killing foxes would not be employed as gamekeeper; that the defendant, knowing the premises, falsely and maliciously said of the plaintiff, as such gamekeeper, that he killed foxes; special damage. *Held*, good, on demurrer, even without allegation of special damage.—*Foulger v. Newcomb*, Law Rep. 2 Ex. 327.

## STAMP.

1. A case was stated on an alleged contract of insurance. It appeared that no stamped policy had been issued, and that the memorandum of insurance was also unstamped. For the purposes of the case, the parties agreed that a valid policy should be deemed to have been issued in accordance with the memorandum. The court ordered the case struck out, as they could not hear it without sanctioning an evasion of the stamp laws.—*Nixon v. Albion Marine Ins Co.*, Law Rep. 2 Ex. 338.

2. On a dissolution of partnership, a deed was made by which, after reciting that the share of A., the retiring partner, in the real assets of the firm should be taken by the remaining partners, and that A. should be allowed in account £17,000 as an equivalent for the value of his share. A., in consideration of £17,000, "part of the moneys and assets of the dissolved partnership to A. so allowed in account, appropriated, and paid as aforesaid," conveyed his share of the real assets to the remaining partners. *Held*, that the indenture was liable to an *ad valorem* stamp duty "as a conveyance upon the sale of property."—*Phillips v. Commissioners of Inland Revenues*, Law Rep. 2 Ex. 399.

SURETY.—See PRINCIPAL AND SURETY.

TENANCY IN COMMON.—See WILL, 3.

TRESPASS.—See INJUNCTION.

## TRUST.

1. Bequest "of all my property to my husband, hoping he will leave it, after his death, to my son, if he is worthy of it," with the following explanation: "My reason for leaving all I have to dispose of to my husband, and in his entire power, is, that my son is already certain of a fortune, and that I cannot now feel any certainty what sort of character he may become. I therefore leave it to my husband, in whose honor, justice, and parental affection, I have the fullest confidence. If my son dies before my husband, though I leave all without

reservation to my dear husband to dispose of as he thinks fit, yet should my son leave any children, I do not doubt it will go to them from him, knowing his steady principles, and clear judgment of right and wrong, and his sense of justice." *Held*, not to create a trust.—*Eaton v. Watts*, Law Rep. 4 Eq. 151.

2. Certain jewels were given on trust for such person as G. (a married woman) should, by writing, direct or appoint, and, in default of such appointment, on trust for G. during her life for her separate use, and to be at her absolute disposal, and her receipt, or that of the person to whom she should direct the jewels to be delivered, to be a good discharge. *Held*, that G. could pass the absolute property in the jewels by gift and manual delivery without writing.—*Farrington v. Parker*, Law Rep. 4 Eq. 116.

See PRIORITY, 1.

## ULTRA VIRES.

A railway company, being about to apply to the legislature for an act empowering them to extend their line, covenanted with A., that if he would withhold his intended opposition to the act, they would, within three months after the passage of the act, pay him £2,000 for a personal compensation to him for the injury he had sustained, or might sustain, in respect of the preservation of game on his estate, in consequence of the construction of the intended railway. In an action on the covenant, *held*, in the Exchequer Chamber, reversing the decision of the Court of Exchequer (per Keating, Mellor, Montague Smith, and Lush, JJ.), that the covenant being absolute and not dependent on the construction of the railway, and the funds of the company being both by the original and the new act appropriated to special purposes, which did not include the consideration of the covenant, the covenant was *ultra vires*, and did not bind the company; (per Willes and Blackburn, JJ., dissenting), that the contract was not expressly, or by necessary implication, prohibited, and the company was therefore bound.—*Taylor v. Chichester and Midhurst Railway Co.*, Law Rep. 2 Ex. 355.

## VENDOR AND PURCHASER OF REAL ESTATE.

W. was entitled to the income of property subject to the payment of a life annuity to C., and of the interest on mortgages whereby the present income was reduced to a small amount. In consideration of the advance of £1,000, W. assigned the income as security for the payment of £3,300 on the death of C., redeemable on payment of £1,500 at the end of a year. Afterwards, by a memorandum, W. further