

DIGEST OF ENGLISH LAW REPORTS.

his action and was nonsuited. He had also purchased stock for the estate. In an action upon the implied warranty of the defendant, *held*, that the telegram written out by the telegraph clerk, with the authority of the defendant, was a sufficient memorandum within the Statute of Frauds; *held, also*; that the plaintiff was entitled to recover the expense of investigating the title, the damages occasioned by the loss of bargain, and the costs of the former action up to the time when the answers of the joint-owners were submitted to counsel; but that he could not recover for the loss occasioned by the purchase of stock.—*Godwin v. Francis*, L. R. 5 C. P. 295.

DEDICATION—See REVERTER.

DELIVERY—See BILL OF LADING.

DEVISE.

By a will made before the Wills Act, the testator devised all his real estate to his two brothers and the survivor for their lives, and after their decease unto all the children of his said brothers who should then be living, equally share and share alike: and in case of the death of any of them in the lifetime of either or both of his brothers leaving lawful issue living, then he devised the part or share of such deceased parent unto and equally among all his children who should then be living. The residue of his real and personal estate he gave to his wife and her heirs. *Held*, that the general devise to the children of the brothers was enlarged to a fee by the devise over to the children of such parents as should die before the specified time, and that the brother's children and grandchildren took estate in fee-simple.—*In re Harrison's Estate*, L. R. 5 Ch. 408.

See AMBIGUITY; CONSTRUCTION, 3, 6; RESIDUARY CLAUSE; WILL, 2.

DIRECTORS.

L. obtained the consent of the directors of the Estates Bank to an amalgamation with the plaintiff bank, upon payment of a compensation of £6000 to the managers, and certain smaller sums to the chairman, vice-chairman, and other directors. L. then induced the directors of the plaintiff bank to make an agreement with the Estates Bank for their amalgamation, and to promise him a commission of five per cent. on the capital of the Estates Bank. The agreement was carried into effect, and the manager, chairman, and vice-chairman became directors in the plaintiff bank, and received from L. the compensation agreed upon, L. having been paid the commission of five per cent. which had been promised

him. In a suit against the directors of the plaintiff bank to recover the money paid to L. and the officers of the Estates Bank, *held*, that the chairman and vice-chairman of the Estates Bank were not justified in receiving the money, and must refund the sums which had been paid them; that the manager must refund all except so much as would be proper compensation for the loss of his office of manager; that the other directors had not acted improperly, and were not liable to repay any thing.—*General Exchange Bank v. Horner*, L. R. 9 Eq. 480.

DISCOVERY.

By an indenture of settlement certain estates were conveyed to such uses as the settlors should jointly appoint, and in default of appointment to the settlors for life, with remainders to other persons. By virtue of the power the settlors mortgaged the estates. In a suit to redeem by one of the remainder-men, the mortgagees having admitted that the plaintiff was entitled to redeem, it was *held*, that the plaintiff could not claim the production of the deed of settlement without paying the mortgage debt.—*Chichester v. Marquis of Donegal*, L. R. 5 Ch. 497.

DISMISSAL—See NOTICE, 1.

DIVORCE—See EVIDENCE, 2; HUSBAND AND WIFE, 2.

EASEMENT—See ANCIENT LIGHT.

ELECTION.

A woman on her marriage appointed £3000 by deed to trustees in trust for her husband for life, and at his decease to divide equally among her nephews, reserving power to revoke the trust in favor of her nephews. By her will she revoked all the trusts in the deed, and appointed £1000 to her husband and £2000 to the plaintiff. *Held*, that the husband must elect between the legacy and the life-interest.—*Coutts v. Acworth*, L. R. 9 Eq. 619.

EQUITY—See BILLS AND NOTES; CONFIRMATION, 1; SPECIFIC PERFORMANCE, 2.

EQUITY PLEADING AND PRACTICE.

1. If a plaintiff has not sufficient title to maintain a suit when he files his bill, he cannot maintain it upon a title subsequently acquired.—*Evans v. Bagshaw*, L. R. 5 Ch. 340.

2. Bill to charge a legacy upon real estate; the defendant alleged that he purchased it for a valuable consideration without notice. During the negotiations for the purchase by the defendant, certain letters relating to the plaintiff's claim, passed between the defendant's solicitor and the agents of the vendor. *Held* that the letters were not written with a view