

DIGEST OF THE ENGLISH LAW REPORTS.

note, married. Subsequently she separated from her husband, and a deed was executed whereby it was agreed that the interest of said sum should be paid to the wife for life; after her death to the husband for life; and that after his death the principal should go to the child of the marriage absolutely. Afterward the parties came together again, the husband became bankrupt, and the trustee in bankruptcy claimed said money. *Held*, that the wife was entitled in equity to a settlement.—*Ruffles v. Alston*, L. R. 19 Eq. 539.

ESTOPPEL.

A railway company informed the plaintiff that they had received certain goods for his account, and had received warehouse rent and charges upon the goods, in consequence of which the plaintiff contracted for the sale of the goods, which, in fact, were not with the company. Under the circumstances it was *held*, that the company was not estopped from showing that the goods never reached them. Discussion of estoppel in *pais*.—*Carr v. London and North-western Railway Co.*, L. R. 10 C. P. 307.

EVIDENCE.—*See* DEATH; NEGLIGENCE, 2; WILL, 2.

EXECUTION.—*See* BANKRUPTCY, 1.

EXECUTORS AND ADMINISTRATORS.

A testator directed his trustees to permit his wife to receive the rents and profits of his estate, and carry on his business. The wife took out administration, and carried on the business, and died intestate and insolvent. The persons entitled to the reversion of the testator's estate were cited, but did not accept administration *de bonis non*. *Held*, that a creditor of the wife, for debts contracted while she was carrying on the business, must take out administration to the wife's estate before he could take out administration *de bonis non* of the testator's estate.—*Fairland v. Percy*, 3 P. & D. 217.

See SET-OFF.

EXTORTIONATE BARGAIN.—*See* MORTGAGE, 3.

FEES.

In a patent suit, where costs were taxed as between solicitor and client, the costs of drawings to be affixed to counsel's brief were disallowed. Charge for attendance of solicitor's clerk, in addition to the solicitor's costs, were disallowed. £15 15s. were allowed for fees to a scientific witness for being engaged two days in reading the papers, swearing to affidavit, &c. £7 7s. is not too high a daily fee for each day's attendance of the cross-examining counsel. Fees for attendance of a third counsel are generally disallowed. Refreshers allowed where the case extends over two days.—*Smith v. Buller*, L. R. 19 Eq. 473.

FIXTURES.

Shop-fixtures were sold under a condition of sale, requiring the purchaser to remove them within two days after the sale. The pur-

chaser, by arrangement with the trustee of the bankrupt owner, did not remove the fixtures, as he intended to take the shop, and negotiated with the landlord for that purpose; but the negotiations fell through, and the trustee sent the keys to the landlord. Afterward the plaintiff applied to the landlord for the fixtures, when it appeared that the premises had been let to the defendant. *Held*, that the plaintiff was entitled to the fixtures.—*Saint v. Pilley*, L. R. 10 Ex. 137.

FORECLOSURE.—*See* MORTGAGE, 1.

FOREIGN STATE.—*See* STAY OF PROCEEDINGS.

FRAUDS, STATUTE OF.

1. An agreement for the sale of real estate was signed by C., the agent of the vendors, and it appeared from the agreement that the vendors were a company in possession, and that the interests of a company in property on which it had been carrying on operations were to be sold. *Held*, that the vendors were sufficiently described to satisfy the Statute of Frauds.—*Commins v. Scott*, L. R. 20 Eq. 10.

2. The plaintiff's traveller called on the defendant, and obtained an order for the supply of clocks. The traveller wrote the order in duplicate, handing the duplicate to the defendant, and keeping the original. The order contained the defendant's name and all the terms of a contract. *Held*, that it did not appear that the traveller signed the order as the defendant's agent, so that there was no memorandum sufficient to satisfy the 17th section of the Statute of Frauds.—*Murphy v. Boese*, L. R. 10 Ex. 126.

3. The defendant, while negotiating with the plaintiff for the lease of the former's messuage, promised to make certain repairs upon and send additional furniture to the premises if the plaintiff would forthwith become his tenant. The plaintiff entered into occupation of the house, and the defendant again promised to make the repairs and supply the furniture. *Held*, that the defendant's promise did not relate to an interest in or concerning land within the Statute of Frauds (29 Car. 2, c. 3, § 4).—*Angell v. Duke*, L. R. 10, Q. B. 174.

See CONTRACT, 4; LEASE, 1.

FRAUDULENT PREFERENCE.—*See* BANKRUPTCY

2.

GENERAL AVERAGE.—*See* INSURANCE, 4.

GRANT.

Queen Elizabeth, in the thirty-first year of her reign, of her special grace, certain knowledge, and mere motion granted by letters-patent to the town of Hastings "all that her parcel of land and her hereditaments called the Stone Beach, with the appurtenances in and upon the aforesaid parcel of land called the Stone Beach, then or lately built or constructed." The defendant deposited earth on the beach, and the town prayed an injunction. *Held*, that the grant included the whole of the beach to low-water mark. Injunction granted.—*Corporation of Hastings v. Ivall*, L. R. 19 Eq. 588.

See EASEMENT; INJUNCTION, 6.