

## DIGEST OF ENGLISH REPORTS.

the debtor to carry on his business for six months, under control of the inspectors, who had power to put an end to the deed, and who were to receive all the proceeds, pay current expenses, and out of the surplus pay dividends to the creditors, but who had no share in the profits, and no power to manage the business to the exclusion of the debtor. *Held*, that the defendants were not liable as principals, and that the plaintiff must look for payment to the firm of M. & Co., and to the trust in the deed for payment of current expenses.—*Redpath v. Whig*, Law Rep. 1 Ex. 335.

See LARCENY; MASTER AND SERVANT.

## PRODUCTION OF DOCUMENTS.

1. The creditor of a debtor who had made a registered deed, not passing any property, but containing a covenant to pay debts by instalments, is entitled to an order for another creditor to produce a mortgage deed which he holds on property of the debtor.—*In re Marks' Trust Deed*, Law Rep. 1 Ch. 429.

2. To an order for production of documents, directors are bound to give all information in their power as to documents in the possession of their company, though not in their own exclusive possession.—*Clinch v. Financial Corporation*, Law Rep. 2 Eq. 271.

3. The state of the originals of engineering plans being material in a cause, and the defendant deposing that he had no engineering knowledge, and that an inspection of the plans would be useless to him without the aid of an engineer, the order for their production was extended to the defendant's surveyor.—*Swansea Vale Railway Co. v. Budd*, Law Rep. 2 Eq. 274.

## PROXIMATE CAUSE.

On the trial of an action for a reward offered by the defendant "to any person who will give such information as shall lead to the apprehension and conviction of the thieves" who had stolen watches and jewellery from his shop, it appeared that about a week after the theft, R. having brought one of the stolen watches to the plaintiff's shop, the plaintiff gave information, and R. was apprehended the same day; that after two or three days, R., being in custody, told where some of the thieves would be found; that there they were apprehended a week afterwards; that they were subsequently convicted of the theft, and that R. was convicted as receiver. *Held* (by Mellor and Shee, JJ.; Blackburn, J., doubting), that the judge had properly left the evidence to the jury, pointing out the remoteness of the information; and that a verdict for the plaintiff ought not to be set aside.—*Tarner v. Walker*, Law Rep. 1 Q. B. 641.

## QUO WARRANTO.

A person is disqualified from being relator of a *quo warranto* against one who has been elected to an office on the ground that, the voting papers being blank, the election was void, if said person has himself voted with a blank voting paper at the election in question, and also at previous elections, and has been himself previously so elected.—*The Queen v. Loftthous*, Law Rep. 1 Q. B. 433.

RAILWAY.—See BILLS AND NOTES, 2; CARRIER; CONTRACT, 2.

REVOCATION OF WILL.—See WILL.

## SALE OF GOODS.

If, after delivery, but while the purchaser is in default, the vendor takes the property from the purchaser's possession, and resells it, the purchaser may maintain trover, but cannot regard the contract as rescinded, so as to recover back a deposit, or resist paying any balance still due.—*Page v. Cowasjee Eduljee*, Law Rep. 1 P. C. 127.

## SEPARATE ESTATE.

1. Property settled to the separate use of a married woman for life, with a power to appoint the reversion by deed or will, which she exercises by will, is not liable after her death to the payment of her debts.

*Semble*, the separate property of a married woman is not liable after her death to her general engagements.—*Shattock v. Shattock*, Law Rep. 2 Eq. 182.

2. A testator seized of trust estate, after receiving that he was or might be seized or entitled to real and personal estate, devised all his said real and personal estate to H. (a *feme sole*), her heirs, executors, administrators and assigns, for her and their own sole and absolute use and benefit. *Held*, that the devise to H. included the trust estate, but that it was not made separate estate; and that on her marriage her husband became trustee.—*Lewis v. Mathews*, Law Rep. 2 Eq. 177.

SERVANT.—See MASTER AND SERVANT.

## SERVICE OF PROCESS.

The court of chancery has, under general orders, jurisdiction to order service of process abroad.—*Drummond v. Drummond*, Law Rep. 2 Eq. 335.

SHERIFF.—See ESCAPE; NEGLIGENCE, 3.

SHIP.—See NEGLIGENCE; COLLISION; FREIGHT; INSURANCE, 2-4.

SLANDER.—See INTERROGATORIES, 2; LIBEL.

## SOLICITOR.

1. If the partner of a bankrupt trading firm was also one of a firm of solicitors, whom the