

DIGEST OF ENGLISH LAW REPORTS.

point, and subject thereto to D. in tail, were included in the schedule without distinction as to the character of D.'s interest in them, and a lump sum was awarded for the whole. D. died before conveying. *Held*, that the agreement was not made by D. as tenant in tail, but was in equity an execution of his power, and that the purchase money was payable to the personal representative of D. as part of his personal estate.—*In re Dyke's Estate*, L. R. 7 Eq. 337.

See FORFEITURE; FRAUDULENT CONVEYANCE, 3; TRUST, 3.

PRACTICE—See COLLISION, 2; ERROR; WILL, 6. PRESUMPTION—See DEATH.

PRINCIPAL AND AGENT—See ACCOUNT; CHEQUE; COLLISION, 2; COMPANY, 4; LIBEL, 1; MORTGAGE, 4; REBELLION.

PRINCIPAL AND SURETY—See BANKRUPTCY, 6.

PRIVILEGED COMMUNICATION—See LIBEL, 2, 3.

PRODUCTION OF DOCUMENTS.

A defendant, being in contempt for not having made an affidavit of documents and otherwise, applied for an order that plaintiff should make such an affidavit. The documents being necessary for the defence, the order was granted, the plaintiff's affidavit and production to be after affidavit and production by defendant.—*Haldane v. Eckford*, L. R. 7 Eq. 425.

PROMISSORY NOTE—See BILLS AND NOTES.

PROXIMATE CAUSE.

By an act of Parliament, a cut was to be built, and also a culvert under it, which was always to be kept open. In consequence of the negligent construction of the cut by the defendants, the waters of a neighboring river flowed into it, burst the western bank, and flooded the adjoining land. The plaintiff, owning land east of the cut, closed the culvert to prevent his land being flooded; but the owners on the west, believing that this would be injurious to their lands, reopened it, and the plaintiff's land was flooded in consequence. *Held*, that defendants were liable for the entire damage so caused to plaintiff's land, whether the reopening of the culvert was right or wrong. *Collins v. Middle Level Commissioners*, L. R. 4 C. P. 279.

See VENDOR AND PURCHASER OF REAL ESTATE.

RAILWAY—See CARRIER; NEGLIGENCE; STATUTE, 1.

RATIFICATION—See BANK. REBELLION.

The title of the United States to public property of the Confederacy, which was not wrongfully taken from the United States, is a title

by succession, and not paramount. Therefore the United States cannot demand an account from a Confederate agent in England in respect of his dealings in the Confederate loan, except on the same footing as if taken between the Confederate government and said agent.—*United States of America v. McRae*, L. R. 8 Eq. 69.

RENT—See APPORTIONMENT, 1; VENDOR'S LIEN. RES ADJUDICATA—See CHARITY, 3.

REVIVOR.

A suit for administration was instituted in the name of three infants by their next friend. One of them, a female, married before decree. She and her husband did not know of the suit, and the next friend and other parties did not know of the marriage until after decree. STUART, V.C., thought a supplemental bill necessary, but the defendants consenting, an order of revivor was made by the Lords Justices.—*Griffin v. Morgan*, L. R. 4 Ch. 351.

REVOCATION OF WILL.

1. A testatrix destroyed a will without stating at the time her intention in doing so. Subsequently on the same day she said that she had destroyed the will with the intention that a former will should take effect, and she had before expressed the same intention. Probate of a draft of the destroyed will, on motion, was refused.—*Goods of Weston*, L. R. 1 P. & D. 623.

2. A testator, by what he called a codicil to his will, revoked all bequests and dispositions in the will, and nominated executors, but did not in terms revoke the appointment of executors and guardians in the will. *Held*, that the will was not revoked.—*Goods of Howard*, L. R. 1 P. & D. 636.

3. A testator appointed A. and B. his executors. By a subsequent will, containing no clause of revocation, he appointed A. and C. his "sole executors." Probate was granted of both papers, as containing together the testator's last will, to A. and C. The word "sole" revoked the earlier appointment.—*Goods of Baily*, L. R. 1 P. & D. 628.

SALE.

1. J. orally contracted to sell S. two pockets of X. hops on the spot, and two of Y. hops in a warehouse at L., at certain prices per cwt. The X. hops were delivered, the Y. hops were sold by sample. Afterwards, the keeper of said warehouse, by J.'s directions, marked two of three pockets of Y. hops, which J. had there, "To wait orders," with the name of S., but made no transfer in his books, and still held the hops at J.'s charge and risk. Later,