

DIGEST OF THE ENGLISH LAW REPORTS.

real and personal estates respectively, for portions for younger children; and he empowered his unmarried daughter to appoint that any part, not exceeding one-half of the rents, issues, and profits, interest, dividends, and annual income of her moiety, should be paid to any husband she might marry. He empowered his trustees at any time, and from time to time, to levy, raise, pay, and apply, for the advancement of the respective eldest sons of his daughters, any part of the respective moieties. He authorised his trustees to apply so much as they should think fit of the income and annual produce of the respective moieties for the education and maintenance of such eldest sons. The testator authorised his trustees to lease all or any part of his freehold or leasehold estates for any term of years, not exceeding twenty-one years, at a yearly rent; to alter, vary, and transpose the state of investment of the property held by them in trust; provided that the same should consist of real estate, securities upon real estate, or shares in the public funds; for which purpose it should be lawful for the trustees to sell and convert into money all or any part of the trade estates, or to mortgage the same in fee, or for a term of years; and in case they should deem it beneficial, to carry on the collieries, and either to increase or to abridge the business thereof, and he directed that all losses, costs, charges and expenses of carrying on and continuing the said business should be paid out of his real and personal estate; and he empowered the trustees to procure the renewal of any lease of the collieries, and also to continue the business thereof after such renewal. The trustees continued the business for thirty-seven years, greatly increased the colliery plant, and made large profits. Upon the question arising whether the tenants for life were entitled to only four per cent. upon the value of the collieries at the testator's death, leaving the surplus to form part of the testator's estate, it was *held*, that the tenants for life were entitled to receive the rents and profits of the collieries in specie.—*Thursby v. Thursby*, L. R. 19 Eq. 395.

See LEGACY; MORTMAIN.

DISCOVERY.

The plaintiff, who had been a domestic in the defendant's service, left it, and made an engagement to serve H. The defendant wrote to H. a letter concerning the plaintiff, which induced H. to decline to take the plaintiff into his service. The plaintiff brought an action for libel, and filed an affidavit stating that he had reason to believe that said letter was a libel on him, and that it was necessary for his case that he should have inspection of the letter. *Held* (by Coleridge, C.J., and Grove, J.; Brett, J., dissenting), that discovery would not have been granted under a bill in equity, and that, therefore, inspection must be refused.—*Hill v. Campbell*, L. R. 10 C. P. 222.

See STAY OF PROCEEDINGS.

DOCUMENTS, PRODUCTION OF.

The plaintiff took out a summons for the production of certain documents, and the

defendant replied that he had put the documents in the hands of his solicitors, that he had subsequently changed his solicitors, and that his former solicitors claimed a lien on the documents. An order for production was made, with liberty to the defendant to apply, if he should be really unable to get the documents. James, L.J.: "A solicitor has no right to set up a lien acquired in the cause, against the rights of the other parties in the cause to production."—*Vale v. Oppert*, L. R. 10 Ch. 340.

See DISCOVERY.

DRAIN.—See EASEMENT.

DUE BILL.—See CONTRACT, 6.

DURESS.—See INJUNCTION, 5.

EASEMENT.

A. conveyed by indenture a piece of land to B., subject, nevertheless, to the joint ownership and right to the use by A., his heirs, assigns, and the owners and occupiers for the time being of the land belonging to A., and adjoining the premises conveyed, of the drain running through the conveyed premises, according to the course and direction delineated on the margin of the indenture, and subject to the right of A., his heirs, &c., to enter upon the conveyed premises for the purpose of repairing the drain, and relaying or replacing the pipes therein. The sewer into which said drain emptied was subsequently lowered by the local board of health, and A. entered upon said conveyed premises and lowered the drain so as to connect it with the new sewer. B. brought trespass. *Held*, that A. had a right to connect the drain with the new sewer.—*Finlinson v. Porter*, L. R. 10 Q. B. 188.

See ANCIENT LIGHT; DEDICATION.

ELECTION.

Election by conduct must be by a person who has positive information as to his rights to the property, and with that knowledge really means to give that property up.—James, L.J., in *Wilson v. Thornbury*, L. R. 10 Ch. 239.

See VENDOR AND PURCHASER, 1.

EQUITABLE ASSIGNMENT.—See TRUST.

EQUITABLE MORTGAGE.—See MORTGAGE, 1.

EQUITY.

Bill praying a declaration that the defendant, a solicitor, was liable to make good to the plaintiff the loss it had sustained from the defendant's negligence in examining a title, and that he should take the security in question off the plaintiff's hands. Demurrer allowed.—*British Mutual Investment Co. v. Cobbold*, L. R. 19 Eq. 627.

See ANCIENT LIGHT; DISCOVERY; INJUNCTION; RES ADJUDICATA; STAY OF PROCEEDINGS.

EQUITY TO SETTLEMENT.

A woman who was entitled to a sum of money secured by her brother's promissory