

## DIGEST OF ENGLISH LAW REPORTS.

*v. Metropolitan Board of Works*, L. R. 8 C. P. (Ex. Ch.) 191; s. c. L. R. 7 C. P. 508; 7 Am. Law Rev. 508.

See BANKRUPTCY; 5; PRESCRIPTION; RAILWAY; RESERVATION; SPECIALTY DEBT.

## DEED.

A letter of orders under the seal of a bishop is not a deed.—*Regina v. Morton*, L. R. 2 C. C. 22.

See RESERVATION; USES; STATUTE OF.

DEMURRER.—See DISCOVERY, 1; FRAUDS, STATUTE OF, 1.

DEVIATION.—See INSURANCE, 1.

## DEVISE.

1. A testator gave the residue of his estate in trust "for my nephews and nieces living, and the issue of any of my nephews and nieces dead before me." The testator had brothers and sisters, but no nephews and nieces, but there were several nephews and nieces of his wife. *Held*, that the wife's nephews and nieces were entitled to the gift.—*Sherratt v. Mountford*, L. R. 15 Eq. 305.

2. Judgment in *Allgood v. Blake*, reported in English Digest of last number of Am. Law Rev., affirmed in 8 Ex. (Ex. Ch.) 160.

3. A testator devised a certain estate to his son J. for life, remainder to J.'s children in fee, "and in case my son J. shall depart this life without leaving lawful issue" such estate "equally between my sons G. and R. in the same manner as the estates hereinafter devised are limited to them respectively: subject nevertheless to the proviso hereinafter mentioned, in case my son J. should leave a widow." The testator then devised certain other estates to G. and R. in identical terms. Then followed this proviso: "Provided that in case any or either of my said sons shall depart this life leaving a widow, then I give the premises so specifically devised to such one or more of them dying, unto his widow" for life. R. died unmarried. G. died leaving a widow, who claimed a life estate in the moiety of R.'s estate, which had come to G. *Held*, (reversing judgment of Ex. Ch., which reversed judgment of C. P.), that said widow was entitled to a life-estate in said moiety of R.'s estate.—*Giles v. Melsom*, L. R. 6 H. L. 24; s. c. L. R. 6 C. P. (Ex. Ch.) 532; L. R. 5 C. P. 614; 6 Am. Law Rev. 294; 5 *ib.* 478.

See CHARITY; CLASS; CONDITION; EVIDENCE; LIMITATION; TRUSTS; UNDUE INFLUENCE; VESTED INTERESTS.

## DISCOVERY.

1. Bill by reversioner against tenants holding under an expired lease and underlease, alleging that the defendants were in wrongful possession of certain land, and that they had in their possession documents which would show that said land was included in said lease and underlease, and praying discovery, and also alleging collusion between the defendants to defeat the plaintiff. Demurrer overruled.—*Brown v. Wales*, L. R. 15 Eq. 142.

2. The court refused to order a solicitor to disclose the address of his client who had

absconded, for the purpose of enabling the plaintiff to serve upon the client a *subpoena duces tecum*.—*Heath v. Creaklock*, L. R. 15 Eq. 257.

3. A plaintiff will not be compelled to produce documents relating to his title, and which he swears do not contain anything supporting the defendant's title or case to the best of the plaintiff's knowledge, information, and belief. Nor correspondence between the plaintiff and his predecessors in title and their solicitors, having reference to questions connected with the matters in dispute in the case.—*Minet v. Morgan*, L. R. 8 Ch. 361.

See INTERROGATORIES; PATENT, 1.

## DOMICILE.

The oath of the person whose domicile is in question as to his intention to change his domicile is not conclusive. Discussion of the question of domicile.—*Wilson v. Wilson*, 2 P. & D. 435.

DRUNKENNESS.—See WILL, 7.

EASEMENT.—See DAMAGES; PRESCRIPTION.

ELECTION.—See PARLIAMENTARY LAW.

## EMBEZZLEMENT.

The captain of a barge, while in the exclusive service of the owner of the barge, took a cargo which the owner had forbidden him to carry, and never accounted for the freight. *Held*, that said captain was not guilty of embezzlement, as he did not receive said freight "for, or in the name or on account of his master," under 24 and 25 Vict. c. 96, § 68.—*Regina v. Cullum*, L. R. 2 C. C. 28.

EQUITY.—See JURISDICTION; LIMITATIONS, STATUTE OF; MISTAKE; POWER, 2; SETTLEMENT, 3, UNCONSCIONABLE BARGAIN; VENDOR AND PURCHASER, 1.

## ESTOPPEL.

The plaintiff, the executor under a will, gave notice of the existence of the will to the defendant, the executor under a previous will, and entered a caveat. Before contentious proceedings the plaintiff withdrew the caveat, stating to the defendant that he did not intend to prove the last executed will, and that he was willing that administration under the first executed will should be granted to the defendant. Subsequently the plaintiff obtained a citation calling upon the defendant to bring in the administration, and he filed his declaration setting forth the last executed will. *Held*, that the plaintiff was not estopped from maintaining the action.—*Goddard v. Smith*, L. R. 3 P. & D. 7.

See LIMITATION.

## EVIDENCE.

A testator gave legacies to J. B., N. L., and J. D. C. W., curates of the T. Church. At the time of the testator's death, said first two persons, together with a third person, were curates of said church; but said J. D. C. W. never had been a curate of the church. *Held*, that evidence to show that it was not the testator's intention to give a legacy to said W. was inadmissible.—*Farrer v. St.*