

DIGEST OF THE ENGLISH LAW REPORTS.

Ambler v. Lindsay, 3 Ch. D. 198; s. c. L. R. 10 Ex. 76, 337.

See LAW, MISTAKE OF; LEGACY, 9.

EXECUTORY ADVICE.—See SETTLEMENT, 1.

FIXTURES.

A tenant became bankrupt and his trustee sold the tenant's fixtures in the leased premises to the plaintiff, who sold them to the defendant, the landlord, but no memorandum of the sale was signed by the defendant. *Held*, that the sale of the fixtures during the tenancy was neither the sale of an interest in land within § 4, nor a sale of goods and chattels within § 17, of the Statute of Frauds, 29 Car. 2, c. 3, § 4, 17.—*Lee v. Gasell*, 1 Q. B. D. 700.

FOREIGN GOVERNMENT.—See NEGOTIABLE INSTRUMENT.

FRAUDS.—See APPOINTMENT, 2; RELEASE OF DAMAGES; SETTLEMENT, 6.

FRAUDS, STATUTE OF.

K. informed his daughter and her intended husband that he had bought a house which should in the event of the marriage be his wedding present to his daughter. After the marriage the daughter and her husband entered into possession of said house, a lease of which K. had bought subject to payment of certain instalments. K. paid all instalments which fell due in his lifetime, and died leaving a sum of £110 still to be paid, which fell due after his death. *Held*, that possession following K.'s promise took the promise out of the Statute of Frauds; and that K.'s agreement was to give a house free from incumbrances, and that therefore said £110 must be paid out of K.'s estate.—*Ungley v. Ungley*, 4 Ch. D. 73.

See FIXTURES; VENDOR AND PURCHASER, 2.

FREIGHT.—See MORTGAGE, 2.

GRANT.

A piece of land was conveyed to a grantee who covenanted to build a cotton-mill thereon; but the right was reserved to the grantor to work all mines and minerals under the land, making compensation for damage. The mill was built and the defendants who claimed under said grantor began to work the mines, thereby causing damage to the mill. The plaintiff prayed an injunction restraining the defendants from so working the mines as to cause injury to the plaintiff. Injunction refused. There was a remedy at law.—*Aspden v. Seddon*, 1 Ex. D. 496; s. c. L. R. 10 Ch. 394; 10 Am. Law Rev. 115.

See PRESCRIPTION.

GUARANTY.—See PRINCIPAL AND SURETY, 2.

HOTEL-KEEPER.

A professional nurse kept a house for the reception of invalids, whom she supplied with provisions on which she made a profit, and she also superintended the nursing of the invalids. *Held*, that she was a "keeper of a hotel," and, therefore, a "trader" within the Bankruptcy Act, 1869.—*Ex parte Thorne*. In re Jones, 3 Ch. D. 457.

ILLEGITIMATE CHILDREN.

A testator made a bequest in trust for the child or children of his daughter M. the wife of J., as M. should appoint. M. was the sister of the deceased wife of J., and therefore their marriage was illegal. M. appointed in favor of two children born before the date of said testator's

will, and also in favor of a child of which she was *enroute* at said date, and of another child begotten and born after the testator's death. The House of Lords decided that the first two children could take under said bequest although they were illegitimate. *Held*, that the child *en route* *sa mère* could also take under said bequest and appointment, but not the child begotten after the testator's death.—*Crook v. Hill*, 3 Ch. D. 773; see 6 H. L. 265; L. R. 6 Ch. 311.

INCOME.—See LEASE.

INJUNCTION.—See COVENANT; GRANT.

INSURANCE.

1. M. insured his life in the B. association, which subsequently, without consultation with its policy-holders, amalgamated with the E. Society and ceased to carry on business. Two years afterwards the E. society by its directors indorsed a memorandum on M.'s policy, declaring that it should be liable for the payment of the amount insured by the policy, provided that the premiums were duly paid. *Held*, that there was a complete novation of said policy, and that M. had lost his claim against the B. association.—*In re European Assurance Socy's. Miller's Case*, 3 Ch. D. 391.

2. In an equity suit the plaintiffs, who had effected insurance on vessels belonging to the defendant, claimed the full amount as charged in their accounts of premiums paid by them with interest, without deducting from the amount so charged five per cent. brokerage allowed to them by the insurance offices on the premiums and ten per cent. discount for ready money also allowed by the insurance offices. Said allowances by insurance offices were usual; and the defendant had never inquired before said suit was begun the terms upon which the plaintiff had effected said insurance. *Held*, that the defendant could not object to the plaintiffs retaining said percentage, and charging him with the full amount of the premiums.—*Baring v. Stanton*, 3 Ch. D. 502.

3. Insurance was effected upon a steamship "lying in the Victoria Docks, with liberty to go into dry dock." The only dry dock into which the vessel could go was two miles up the Thames, and to go there it was necessary to remove the paddle-wheels. This was done in the Victoria Docks and the vessel was then towed to the dry dock. Repairs were made and the vessel towed down the river and moored, and while so moored the paddle-wheels were brought in a barge to be refitted, as was the custom of ship-owners in similar cases, because of the expense being less than if the wheels were refitted in docks. Before said wheels were refitted and while the vessel was lying in the river, the vessel was burned. *Held*, that the loss was not covered by the policy, as the vessel was moored in the river not in accordance with the ordinary mode of effecting the transit to or from the Victoria Docks, but for a collateral purpose.—*Pearson v. Commercial Union Assurance Co.*, 1 App. Cas. 498.

INTEREST.—See JUDGMENT.

JUDGMENT.

A railway company issued debentures for certain sums which with interest at six per cent. were charged upon the railway. A debenture holder brought an action upon an unpaid debenture and recovered judgment. The company was wound up and said debenture holder allowed to prove his judgment debt with four per cent. interest thereon. He claimed to prove an additional two per cent. interest on the judgment debt. *Held*, that the original debt was merged