

DIGEST OF ENGLISH REPORTS.

close on its face matter which arose since the commencement of the action.—*Brooks v Jennings*, Law Rep. 1 C. P. 476.

2. To a declaration for false representation, whereby the plaintiff was induced to pay £2,000 and "sustained loss, and was adjudicated bankrupt, and suffered personal annoyance, and was put to trouble and injured in character and credit," the defendant, except as to the claim in respect of the adjudication in bankruptcy, and the remainder of the personal damage alleged, pleaded that, before action, the plaintiff had been adjudicated bankrupt, that the loss sustained was pecuniary, and that the right to sue for it passed to the assignees. *Held*, that the plea was a good answer to the whole declaration, and might so have been pleaded.—*Hodgson v. Sidney*, Law Rep. 1 Ex. 313.

See BILLS AND NOTES, 2.

POWER.

1. Under a conveyance to trustees of land, together with the mines thereunder (the land containing both opened and unopened mines), and a power to grant leases for fourteen years without mentioning mines, none of the leases to be made dispunishable of waste, the trustees have no power to grant leases of unopened mines.—*Clegg v. Rowland*, Law Rep. 2 Eq. 160.

2. A. gave personal estate to trustees, on ou trust for L. for life, and, on her death, for the benefit of the heirs of the body of L., to educate the said heirs, and to pay to the said heirs said estate at their respective ages of twenty-one, in such proportions as L. might by deed or will appoint. *Held*, that the objects of the power were such of the statutory next of kin of L. as were descended from her.

L. by will appointed £100 to a stranger to the power, and the balance of the fund (after payment of legacies to objects of the power), amounting to £260, to pay her debts; and "should any surplus remain," she gave it to E., an object of the power. *Held*, that the £100 was unappointed, and did not pass to E., but that the £260 went to E., free from the charge of debts, which was invalid.—*Jeaffreson's Trusts*, Law Rep. 2 Eq. 276.

3. When the court of probate is satisfied that a *bona fide* question, whether a married woman's will is an execution of a power, is intended to be raised, it will grant limited probate of such a will, to enable the question to be determined in chancery.—*Paglar v. Tongue*, Law Rep. 1 P. & D. 158.

See SEPARATE ESTATE, 1; TRUST; WILL, 18.

PRACTICE (AT LAW).

1. The venue of an information filed by the attorney-general to the Prince of Wales, to recover dues payable in Devon to the Prince as Duke of Cornwall, was laid in Middlesex. It appeared that all the witnesses to facts resided in Devon; but that, as the defendant disputed the Prince's right to the dues, the records of the Duchy in London would have to be produced at the trial; on these facts, and on the ground that the Crown could allege an interest and claim a trial at bar, an application by the defendant to change the venue to Devon was refused.—*Attorney-General to the Prince of Wales v. Crossman*, Law Rep. 1 Ex. 381.

2. If a defendant has a day's time to plead after an event, and the event happens on Friday, he can plead at any time before the opening of the judgment office on Monday; the rule ordering that service of pleadings, made after 2 P.M. on Saturday, shall be deemed made on Monday, not being intended to affect the rights of parties, but only to relieve the clerks.—*Connelly v. Brenner*, Law Rep. 1 C. P. 557.

3. The court will not, on the motion of the defendant, interfere with the discretion of a judge at chambers, who, on a summons to set aside an execution for irregularity, with costs has made the order as prayed, on condition that the defendant bring no action.—*Bartlett v. Stinson*, Law Rep. 1 C. P. 483.

See APPEAL; AWARD; INTERPLEADER; INTERROGATORIES.

PRACTICE IN EQUITY.—See EQUITY PRACTICE.

PRESCRIPTION.—See WATERCOURSE, 1.

PRINCIPAL AND AGENT.

1. The defendant authorized an insurance broker at L. to underwrite policies in his name, not exceeding £100 on any one risk. The broker, without defendant's knowledge, underwrote a policy for the plaintiff for £150. The plaintiff did not know the limitation on the broker's authority; but it is notorious in L. that there is, in nearly all cases, a limit of some sort imposed on brokers which is not disclosed to third persons. In an action on the policy, *held*, that the defendant was not liable even to the extent of £100.—*Baines v. Ewing*, Law Rep. 1 Ex. 320.

2. A trader doing business as M. & Co. ordered goods of the plaintiff, and before their delivery executed a composition deed, of which the defendants were inspectors. The plaintiff afterwards wrote to the debtor, informing him that the goods were ready for delivery; and the defendants replied, requesting him to send the goods, and signing for M. & Co. The goods were sent, but not paid for. The deed allowed