

## DIGEST OF ENGLISH LAW REPORTS.

of the father of the next of kin, and they had had the management of the father's estate, of which the property in issue consisted, up to the death of the party whose administration was contested. The case, therefore, forms no authority for a general proposition that the court should permit the parties entitled to renounce in order to make a grant to a third party who has no interest, but who is nominated by them. Since *Farrell v. Brownbill* the court has decided another case.—*In the goods of Peter Richardson*, (40 L. J. 36, P. & M.; 25 L. T. Rep. N. S. 348), of which the marginal note is, "The court refused, in the absence of special circumstances, to make a grant to the nominee of the next of kin, although she was an old lady of eighty, not able to transact business." In refusing that grant several cases were cited, and the court pointed out that it would be an inconvenient practice to make the grant in the manner asked for without some special circumstances, because it would result that people who knew nothing of their own rights would be induced to put them in the hands of third persons, and the grant passing to a nominee would become vested in the hands of a third person who had no interest in the administration. The court, therefore, refused to make the grant, and refused to adopt as a general rule the proposition that if the next of kin chooses to renounce and nominate a third person to take the grant, the court will therefore make the grant to this third person. The more I consider the matter the more I am satisfied that that is the way in which the court ought to look at these cases. There being no special circumstances here, the grant must go to the next of kin, and if they choose to renounce, then to any person entitled who may apply.

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FOR AUGUST, SEPTEMBER, AND OCTOBER, 1871.

ACCOUNT.—See EXECUTORS AND ADMINISTRATORS; PARTNERSHIP, 2; SET-OFF, 1.

ACTION.—See SET-OFF, 2.

ADJUDICATION.—See BANKRUPTCY, 1.

ADVERSE POSSESSION.

A., entitled as tenant in tail to an estate, held the same as an agent for B. for twenty years. *Held*, that B. had acquired title by adverse possession.—*Williams v. Pott*, L. R. 12 Eq. 149.

AGENCY.—See PRINCIPAL AND AGENT.

AGREEMENT.—See CONTRACT.

AGRICULTURAL PURPOSES.—See TILLAGE.

ASSIGNMENT.—See AUTHOR; BANKRUPTCY, 1; PRIORITY.

ASSURANCE.—See COVENANT, 2.

ATTORNEY.

An attorney has no implied authority, after judgment in favor of his client, to enter into

an agreement binding his client to postpone execution.—*Lovegrove v. White*, L. R. 6 C. P. 440.

AUTHOR.

The plaintiff employed one W. to write a play for him, the plaintiff suggesting the subject. The play being given to him, the plaintiff made alterations and additions, one scene being entirely new. W., on receiving payment, gave a receipt as follows: "Received of [the plaintiff] the sum of four pounds, account of fifteen guineas for my share, title and interest as co-author with him in the drama intitled," &c., "balance to be paid on assigning my share to him." W. died, and the plaintiff, as joint author, sued the defendant for infringement. *Held*, that the above facts did not constitute the plaintiff author or proprietor of the play, or joint author with W.; and that there was no assignment to the plaintiff.—*Levy v. Rutley*, L. R. 6 C. P. 523.

AVERAGE.—See BILL OF LADING.

BAGGAGE.—See LUGGAGE.

BANK.—See EXECUTORS AND ADMINISTRATORS; PARTNERSHIP, 2; SET-OFF, 1; ULTRA VIRES.

BANKRUPTCY.

1. Three persons assigned the firm property for the benefit of creditors. Previously, one partner had accepted, in the name of the firm, a bill of exchange in which the drawer's name was left blank, giving the bill to his agent for negotiation. After said assignment, a drawer's name was inserted in the bill, which was then indorsed to a *bona fide* holder for value. The holder obtained an adjudication of bankruptcy against the firm, grounded on the assignment. *Held*, that the adjudication must be reversed, as there was no debt on the bill until the indorsement to the holder, which was after the assignment.—*Ex parte Hayward*, L. R. 6 Ch. 546.

2. A. executed a bond to B. as follows: Reciting that, whereas A. had agreed to sell B. £1100 consols assigned to B. by deed of even date, to which A.'s wife was entitled on the death of her mother; and whereas A.'s wife might survive him, and refuse to confirm the said assignment, it was conditioned that if A. should within six months after his wife's mother's death obtain the transfer of the consols, or if the trustees of said consols should transfer the same to B., the bond was to be void. Before breach of condition of the bond, A. was discharged in bankruptcy from a "debt payable on a contingency," and a "liability to pay money on a contingency." *Held*, that A. was not discharged from his liability on the bond.—*Kent v. Thomas*, L. R. 6 Ex. 312.