partnership property for rent due from the portion of said estate jointly occupied by the partners.—*Ex. parte Parke. In re Potter*, L. R. 18 Eq. 381.

Drama.—*See* Copyright.

Easement.

A mortgagor and mortgagee (the defendant) united in a conveyance of the mortgaged land to the plaintiff. The deed included the right to pass with or without horses and carriages along the roads delineated on the plan. The defendant covenanted that he had not done, or been party or privy to, anything whereby the premises might be impeached, affected, or incumbered in title, estate, or otherwise. The defendant and the mortgagor had united in a previous deed, wherein the latter covenanted to make the above road of a width of not less than forty feet throughout its entire length; and the proviso followed that it should be lawful for the grantee to erect and maintain a porte-cochère or projection extending over the foot-pavement of the above road, provided the plan thereof be submitted to said mortgagor and approved of by him. A porte-cochère was built encroaching two feet beyond the curb-stone into the road, leaving a clear space of 24 feet 8 inches of carriageway. *Held*, that the defendant was party to the last-mentioned deed, but that there was no interference with the easement granted to the plaintiff.—*Clifford* v. *Hoare*, L. R. 9 C. P. 362.

Election.—*See* Libel.

Elegit.

A judgment creditor sued out an *elegit*, but was unable to obtain execution, as the legal estate was in trustees, and the defendants' interest was subject to several mortgages, under one of which a mortgagee was in possession. The Court declared that the creditor was not bound to redeem the prior incumbrances; that he was not entitled to foreclosure; but that he was entitled to equitable execution, and consequently to have the property sold and a receiver appointed without prejudice to the rights of prior incumbrancers, and that the receiver must not interfere with any prior incumbrancer in possession.—*Wells* v. *Kilpin*, L. R. 18 Eq. 298.

Equitable Execution.—*See* Elegit.

Equity.—*See* Injunction.

Evidence.

1. The prisoner attempted to obtain an advance of money on a ring which he falsely represented to be a diamond ring. Evidence was admitted that the prisoner had previously obtained money on the pledge of a chain which he had falsely represented to be gold, and had endeavoured to obtain money upon the pledge of a cluster ring which he falsely had represented to be a diamond ring. The cluster ring was not produced. *Held*, that the evidence was properly admitted.—*The Queen* v. *Francis*, L. R. 2 C. C. 128.

2. In an action against a railway company, it was proved that on the 17th of July, the plaintiff sent a sum of money from one station on the railway to the U. station on the same, directed to a clerk of the plaintiff; that the money was not delivered, and that on said day a porter in the company's service at the U. station disappeared. H., a superintendent of police, was then called on behalf of the plaintiff, and testified, under objection by the company, that in consequence of a communication he went to the station-master at U. on the 20th of July, and that the station-master told him that the parcel porter had absconded from the service, that a money parcel was missing, and that he, the station-master, suspected the porter had taken it; and that the station-master requested him, the superintendent, to make inquiries about the porter. *Held*, that as it was within the scope of the station-master's authority to employ the police to arrest said porter, the above evidence was admissible.—*Kirkstall Brewery Co.* v. *Furness Railway Co.*, L. R. 9 Q. B. 469.

See Negligence; Nuisance.

Executors and Administrators.—*See* Gift.

False Representation.—*See* Defamation; Evidence, 1.

Foreign Contract.—*See* Jurisdiction.

Forfeiture.—*See* Conditional Limitation.

Fraud.—*See* Evidence, 1; Mutual Insurance Company; Principal and Agent, 3.

Frauds, Statute of.

1. An agreement for the sale of a vessel was drawn up and presented to the plaintiff, who made certain interlineations therein, and then signed it. The interlineations were subsequently struck out at the suggestion of the owners' broker, who then forwarded the agreement to the owners. The owners made further interlineations, to which the plaintiff assented, and then the owners signed the agreement. *Held*, that evidence that the plaintiff had assented to the striking out of his interlineations and the insertion of the owners' interlineations after his signature, was admissible, notwithstanding the Statute to Frauds, as said evidence was not offered of alter an agreement already made between the parties, but merely to show what the condition of the document was when it became an agreement between them.—*Stewart* v. *Eddowes*, L. R. 9 C. P. 311.

2. L. was the chairman of a board of health, which had constructed a sewer, and given notice to the owners of houses near the sewer to connect their drains with the sewer. The owners had not obeyed said notice. M., who had constructed said sewer, was about to withdraw his carts and building materials, when L. said to him, "What objection have you to making the connections?" M. answered, "None, if you or the board will order the work or become responsible for the payment." L. replied, "Go on, M., and do the work, and I will see you paid." *Held*, that there was evidence to go to the jury, on the question whether L. had by his words rendered himself personally liable. The above words