

DIGEST OF ENGLISH LAW REPORTS.

and those of the defendant there was an intermediate piece of surface land, from under which the coal had long before been extracted by a third party. In the ordinary working of his mine, defendant had dug near the intermediate piece of land, and the latter had given way, thus causing a portion of the surface over plaintiff's mine to subside. *Held*, that the plaintiff was entitled to no relief.—*Corporation of Birmingham v. Allen*, 6 Ch. D. 284.

See INJUNCTION, 2.

ADMINISTRATOR.—See EXECUTOR AND ADMINISTRATOR.

ADVANCEMENT.—See HUSBAND AND WIFE, 1; WILL, 3.

ADVERSE POSSESSION.—See COVENANT, 2.

AGREEMENT. — See LEASE.

ANCIENT LIGHTS.

Where an old building having ancient lights was demolished and a new one put in its place, and a skylight put into the new one, substantially where a dormer window in the old one was situated, *held*, under the circumstances, that by 2 & 3 Will. IV. c. 71, § 3, the right to the light was not lost. But where the new building on the servient estate which obstructed the skylight was nearly completed, damages were allowed and an injunction refused.—*National Provincial Plate Glass Ins. Co. v. Prudential Ins. Co.*, 6 Ch. D. 757.

ANTENUPTIAL SETTLEMENT.—See SETTLEMENT, 5.

APPOINTMENT. — See WILL, 1, 5.

ATTORNEY AND CLIENT.

1. Rule that a solicitor cannot take a gift from a client while the professional relation exists, applied with rigour.—*Morgan v. Minett*, 6 Ch. D. 638.

2. A solicitor who acts for both mortgagor and mortgagee cannot claim a lien upon the title-deeds for costs due him from the mortgagor, so as to entitle him to withhold the deeds from the mortgagee until those costs are paid, although the mortgagee knew that he had such lien as against the mortgagor.—*In re Snell (a solicitor)*, 6 Ch. D. 105.

3. A client paid her solicitor his bill, and gave her business to other solicitors, who also received the deeds and other documents relating thereto. *Held*, that the first solicitor could retain the client's letters to him relating to the business, and also the press copies of his to her.—*In re Wheatcroft*, 6 Ch. D. 97.

See COMPANY, 7.

BANKRUPTCY.

1. A gas-light company does not come within the words "landlord or other person to whom any rent is due from the bankrupt," in § 34 of the Bankruptcy Act, 1869, although the sum due the company for gas is, in one section of the Gas Works Clauses Act, spoken of as rent, and the special act under which the gas company was organized gives it

power to levy by distress for such sums.—*Ex parte Hill. In re Roberts*, 6 Ch. D. 63.

2. Certain traders being in contemplation of bankruptcy, and wishing to raise money, arranged with one S. to draw bills on them, which they accepted. S. then sold the bills, amounting to £1,717, to Jones, the appellant, for £200. Jones was a discounter of bills, but never had bought any before this transaction. He had refused to discount these bills. He supposed the acceptors could not pay in full, and might, by inquiry, have found out their true condition. He knew that they had assets; and on their going, three days afterwards, into bankruptcy, he claimed to prove for the full face of the bills. The County Court in bankruptcy restricted the proof to the £200 paid for the bills; the Chief Judge reversed this, and allowed proof on the face of them; the Court of Appeal reversed the Chief Judge's order; and, on appeal to the House of Lords, *held*, that proof for £200 only could be allowed, as Jones must be held to have had knowledge of the fraud on the part of the maker and acceptors of the bills.—*Jones v. Gordon*, 2 App. Cas. 616; s. c. 1 Ch. D. 137; 10 Am. Law Rev. 684.

3. In a marriage settlement, M., the intending husband, assigned a policy on his life, for the benefit of his wife, to the trustees, and covenanted to pay the premiums. At the same time, a fund was set apart, out of which the premiums were to be paid, in case M. failed to pay them. May 8, 1871, M. went into bankruptcy, and from that time the premiums were paid out of the fund. May 15, 1874, the trustees of the settlement had the value of M.'s covenant to pay the premiums estimated, and proved the amount, being £2,052 8s., as a claim against his estate. April 13, 1876, a dividend of 10s. was declared on M.'s estate; but before the receipt for this percentage on the above £2,052 8s. was signed by the trustees of the settlement, M. died. The amount paid for premiums out of the wife's fund had been £766 5s. The court *held* that the trustees of the settlement should receive only the £766 5s. actually paid out in lieu of the dividend on £2,052 8s. already declared.—*In re Miller. Ex parte Wardley*, 6 Ch. D. 790.

BEQUEST.

Testatrix gave to a charity all her household furniture, pictures, goods, chattels, trinkets, jewellery, and effects which might be in her dwelling-house, and also all her ready money, money at the bankers, and money in the public funds of Great Britain, and also all other of her personal estate and effects which she could by law bequeath to such an institution. Her personal property amounted to about £100,000, and her real to about £50,000. The will contained nothing but this bequest, and the appointment of executors. *Held*, that the bequest to the charity was specific, and that the debts, expenses, and costs must be paid first out of the personal estate undisposed of, then out