

## DIGEST OF ENGLISH LAW REPORTS.

London began.—*Hutton v. Bulloch*, L. R. 9 Q. B. 573; s. c. L. R. 8 Q. B. 331; 8 Am. Law Rev. 300.

2. B. purchased goods of the plaintiffs on behalf of undisclosed principals. After the plaintiffs had discovered the principals, they filed an affidavit of proof against B.'s estate, which was in liquidation. *Held*, that the plaintiffs were not precluded from maintaining an action against the principals.—*Curtis v. Williamson*, L. R. 10 Q. B. 57.

See INSURANCE, 2; TRESPASS, 1.

## PRIVILEGED COMMUNICATIONS.

Certain opinions of counsel on matters which afterward became the subject of litigation, the production of which was objected to on the ground that "they were written in anticipation of and in relation to the litigation," were ordered to be produced.—*Smith v. Daniell*, L. R. 18 Eq. 649.

See DOCUMENTS, INSPECTION OF.

PRODUCTION OF DOCUMENTS.—See DOCUMENTS, INSPECTION OF.

PROOF.—See BANKRUPTCY, 1.

PROVISO.—See BANKRUPTCY, 2.

## RAILWAY.

The plaintiff took a ticket of the defendant railway from A. to C. On the back of the ticket was printed, "This ticket is issued subject to the conditions stated in the company's time-tables." The time-tables stated that the company did not hold itself responsible for loss arising "off its lines." Said railway extended to B., and from B. the journey was continued on the L. railway to C. The station at B. belonged to the L. railway, but the defendant was entitled to the use of the station and the services of the porters. On the plaintiff's arrival at B., his luggage was removed by a porter across the station in the direction of the platform from which the L. train was to start; but it was not seen by any one in the L. train. After this the luggage was not seen again. *Held*, that it did not appear that the luggage was lost off the defendant's line, and that the plaintiff was therefore entitled to recover for the loss. *Quære*, whether the plaintiff was bound by said condition on his ticket.—*Kent v. Midland Railway Co.*, L. R. 10 Q. B. 1.

See DAMAGES; DOCUMENTS, INSPECTION OF; NEGLIGENCE.

REMAINDER-MAN.—See DIVIDEND; TRUST, 3.

RENTS.—See TRUST, 3.

REPAIRS.—See COVENANT.

REPRESENTATION.—See DEVISE.

RESCISSION.—See CONTRACT.

RESTRAINT OF TRADE.—See BOND, 1.

RETAINER.

The administrator of an insolvent trustee who has misapplied the trust fund may retain a sum of money coming into his hands as

administrator for the purpose of satisfying the debt due to him as trustee from the deceased trustee.—*Sander v. Heathfield*, L. R. 19 Eq. 21.

## REVIEW.

An infant petitioning for leave to file a bill of review will not be required to give evidence that the knowledge of the facts relied upon could not have been previously obtained by reasonable diligence.—*In re Hoghton*, L. R. 18 Eq. 573.

RIGHT, PETITION OF.—See PETITION OF RIGHT.

SALE.—See CONTRACT; SPECIFIC PERFORMANCE.

SATISFACTION.—See ELECTION, 1.

SCIENTER.—See EVIDENCE.

SEAWORTHINESS.—See INSURANCE, 1, 3.

SECURITY.—See BANKRUPTCY, 1.

SERVICE.—See JURISDICTION.

## SETTLEMENT.

1. A widow was entitled to a life interest in personal estate and to a moiety of the capital, subject to her own life estate. The widow married again, and executed a settlement of her life interest; and she and her intended husband covenanted to settle property to which she or he in her right should become entitled during the coverture. *Held*, that the husband's interest in said moiety of said property was subject to said covenant.—*In re Viant's Settlement Trusts*, L. R. 18 Eq. 436.

2. By a marriage settlement the wife's real and personal estate was assigned to trustees on trust to pay the income to the husband for life, remainder to the wife for life, remainder as she should appoint, and in default of appointment to her personal representatives. The wife died making no appointment, and without issue. The husband died, and his executors took out administration of the wife's estate. *Held*, that they were entitled to said estate.—*In re Best's Settlement Trusts*, L. R. 28 Eq. 686.

See EXECUTORS AND ADMINISTRATORS.

SHIP.—See BILL OF LADING; COLLISION; CARRIER, 1; INSURANCE.

SHORT-HAND NOTES.—See PRACTICE.

SLANDER.—See NEW TRIAL.

SOLICITOR.—See PARTNERSHIP.

## SPECIFIC PERFORMANCE.

The defendants agreed to sell certain freehold property, and to make out a good marketable title. The defendants' title turned out to be good as to one-half of the property only. *Held*, that the purchaser was entitled to specific performance to the extent of one-half of the freehold, with an abatement of one-half the purchase money.—*Hooper v. Smart*, L. R. 18 Eq. 683.

See EQUITY.