

DIGEST OF ENGLISH LAW REPORTS.

keep A. out of cash advance for twelve months.—*English and Foreign Credit Co. v. Arduin*, L. R. 5 H. L. 64.

See COMPANY, 2; FORFEITURE; FREIGHT; MORTGAGE, 2; RAILWAY; SHAREHOLDER; SPECIFIC PERFORMANCE; STOCK EXCHANGE; ULTRA VIRES; VENDOR AND PURCHASER, 2, 3.

CONTRIBUTION.—See SURETY.

CONVERSION.—See BAILMENT.

CONVICTION.—See INDICTMENT.

COSTS.

1. An heir-at-law filed a bill against a devisee and executor to set aside a will, and the will was adjudged valid. *Held*, that the bill must be dismissed with costs as regarded the devisee, and that the heir must pay the executor's costs.—*Banks v. Goodfellow*, L. R. 11 Eq. 472.

2. A wealthy lunatic had made two wills before he was found lunatic. *Held*, that if the master should approve the filing of a bill to perpetuate testimony as to their validity, such costs of the suit as he should think proper might come out of the estate.—*In re Taylor*, L. R. 6 Ch. 416; *See* 7 C. L. J. N. S. 212.

COURT.

A decision of the Court of Chancery, determining next of kin to an intestate, will not be reopened by the Courts of Probate and Divorce in a suit between parties to the former suit or those claiming under them. Otherwise of those not parties.—*Spencer v. Williams*, L. R. 2 P. & D. 230.

See DECREE.

COVENANT.—See BILLS AND NOTES, 1, 3; EJECTMENT; SURETY; TAX.

CRIMINAL LAW.

1. A woman living apart from her husband, and having custody of her infant child, left it at her husband's door, telling him she had done so. The husband allowed it to remain from 7 p. m. to 1 a. m. *Held*, that the husband was guilty of wilfully abandoning and exposing the child.—*Reg. v. White*, L. R. 1 C. C. 311; 7 C. L. J. N. S. 266.

2. The defendant killed a number of rabbits, left them in bags in a ditch in the grounds where killed, as a place of deposit, and subsequently returned and took them away. *Held*, that the killing and taking away were one continuous act, and the defendant was not guilty of larceny, but felony.—*Reg. v. Townley*, L. R. 1 C. C. 315. *See ante* p. 294.

See INDICTMENT.

CUSTOM.—See MORTGAGE, 1.

DAMAGES.—See FRANCHISE; ULTRA VIRES.

DEATH.—See PRESUMPTION.

DEBT.—See APPROPRIATION OF PAYMENTS.

DECREE.

In two actions *in rem* for wages, judgment was taken by default, and the court pronounced a certain sum to be due, and ordered the same to be paid. Before a payment a mortgagee entered a *præcipe* for a caveat against payment. *Held*, that the court might revoke the order of payment, and that the mortgagee should have preference.—*The Markland*, L. R. 3 Ad. & Ec. 340.

See PATENT, 5.

DEDICATION.

The owners of a field, over which had been a footway from time immemorial, had also from time immemorial ploughed up the footway in such parts as they thought fit, and lifted the plough over in others. *Held*, that the right so to plough was not inconsistent with the dedication.—*Arnold v. Blaker*, L. R. 6 Q. B. 433.

DEED.—See POWER.

DEPOSITION.

A reduction to writing of an oral statement previously given under oath, is a deposition, though not itself sworn to.—*Reg. v. Fletcher*, L. R. 1 C. C. 320.

DESCENT.—See CONDITION.

DETINUE.—See BAILMENT.

DEVISE.

1. A. let four houses, and took an assignment to himself of the lease as security for rent. He subsequently devised "my freehold houses," giving the numbers of the houses leased. *Held*, that the mortgage debt did not pass, but formed part of the testator's personal estate. The assignment did not merge the term in equity.—*Bowen v. Barlow*, L. R. 11 Eq. 454.

2. A testator devised to his wife, remainder to A., but "should A. not survive my wife, and die without legal issue by marriage," then to B. The wife died before A., who had no issue. *Held*, that the devise must be read, "should A. die in the lifetime of my wife without issue," then to B.; and that consequently the gift over to B. failed.—*Reed v. Braithwaite*, L. R. 11 Eq. 514.

2. The Wills Act (1 Vic. ch. 26) provides that a will shall be construed with reference to real and personal property, as if executed immediately before the death of the testator, unless a contrary intention appear. A testator devised to A. "all my mansion and estate called Cleve Court." Subsequent to date of the will he purchased other land adjoining the above estate. *Held*, that evidence was admis-