

## DIGEST OF ENGLISH LAW REPORTS.

fendant. The latter drew a check for the same, and gave it to the manager, who never paid it to the society, and shortly afterward died. The trustees of the society brought a bill against the defendant for repayment, on the ground that such deposit was illegal, and the plaintiff had notice thereof, and that the repayment to the manager was without authority of the directors: *Held*, that if there had been a breach of trust, the directors had been parties to it, and being the real plaintiffs, could not compel repayment to the trustees, who were only formal parties to the suit. Also, that the bill not being framed on the ground of a breach of trust, was a mere money demand, and did not authorize proceedings in equity. *Hardy v. Metropolitan Land and Finance Co.*, L. R. 12 Eq. 386.

2. Notes were discounted at an exorbitant rate for a young man, who gave security for the notes. The court ordered the security to stand for the sums actually advanced, with interest, though there was no fraud in the case. —*Tyler v. Yates*, L. R. 6 Ch. 665; s. c. L. R. 11 Eq. 265; 5 Am. Law Rev. 657.

See BEQUEST, 1; HUSBAND AND WIFE; SPECIFIC PERFORMANCE, 1.

## EQUITY OF REDEMPTION.

A woman was entitled to a rent charge in the event of her surviving her husband. She became a party to, and executed and acknowledged a mortgage of the estate, subject to the charge, the deed declaring that she joined "for the purpose of absolutely releasing, and forever extinguishing," the rent charge; and by the proviso for redemption, the estate (conveyed to the mortgagee, subject to certain prior charges) was to be reconveyed to the husband "subject as aforesaid." The estate was reconveyed to the husband: *Held*, that "it was no unreasonable view" that the wife's release of her rent charge was subject to equity of redemption, and that the title was too doubtful to be forced upon a purchaser.—*In re Belton's Trust Estates*, L. R. 12 Eq. 553.

## EQUITY PLEADING AND PRACTICE.

1. A bill by a lessee against his lessor for specific performance, and for an injunction restraining a previous lessee from obstructing the rights claimed by the complainant, is multifarious; but such objection must be taken by way of demurrer, and not at the hearing.—*Cousens v. Rose*, L. R. 12 Eq. 366.

2. Three out of four residuary legatees filed a bill against the testator's widow and former partner, who were executrix and executor respectively, praying for accounts of what said

partner had, or might, but for wilful neglect, have received from testator's estate; that he might be charged with what was due both before and since the testator's death, in respect of said partnership; and for a receiver of the assets of the partnership; and for an injunction restraining said partner and executor from interfering with the testator's estate and the assets of the partnership: *Held*, that the bill was not demurrable for omission of the fourth residuary legatee, nor for multifariousness, i. e., misjoinder of subjects of suit.—*Pointon v. Pointon*, L. R. 12 Eq. 547.

ESTATE FOR LIFE.—See DEVISE, 4.

ESTATE TAIL.—See DEVISE, 1, 3, 7.

## EVIDENCE.

A testator appointed his son, Forster Charter, as his executor. He had two sons, William Forster Charter and Charles Charter: *Held*, that inasmuch as if a man has several Christian names they are together but one name, the testator had not sufficiently described either of his sons, and evidence showing the testator intended to appoint his son Charles was admissible.—*Charter v. Charter*, L. R. 2 P. & D. 315.

See NEGLIGENCE, 1; PLEADING.

EXECUTION.—See TORT.

## EXECUTORS AND ADMINISTRATORS.

1. A testator devised to a creditor his real and personal estate in trust for payment of his debts, and made the creditor his executor: *Held*, that the fact that the trustee was executor, gave him no right to retain his whole debt from the trust fund in preference to other debts.—*Bain v. Sadler*, L. R. 12 Eq. 570.

2. A testator appointed his wife executrix "and in default of her" two other persons to be executors. Probate was granted to the wife, who died, leaving the estate partly unadministered: *Held*, that probate should be granted to the said two persons as substituted executors.—*In the goods of Foster*, L. R. 2 P. & D. 304.

See BEQUEST, 1, 3; EQUITY PLEADING AND PRACTICE, 2; EVIDENCE.

## FISH.

Eels are river fish.—*Woodhouse v. Etheridge*, L. R. 6 C. P. 570.

FOREIGN ENLISTMENT ACT.—See PRIZE.

FORECLOSURE.—See MORTGAGE, 2.

FORFEITURE.—See DAMAGES, 1; PIRACY.

FRAUD.—See MORTGAGE, 3; TRUST, 2.

## FRAUDS, STATUTE OF.

A. entered into a contract with B. for the purchase of wool, and signed and handed to B. a memorandum of the terms of sale. B. subsequently wrote to A., "It is now twenty-eight