

DIGEST OF ENGLISH LAW REPORTS.

the goods locked up in them, and describing the contents as unknown, withholds from the bidders all knowledge of the character or value of the contents, and clearly was not within the meaning of the law which directs the manner of sale. This manner of selling goods of any value is unjust to the owner. It is no answer for a corporation to say that by this method its sales in the aggregate produce quite as large a sum as if the articles were exposed to view. The company may not suffer, yet great injustice be done to the owner of valuable goods. There is no just reason why his goods should be sold at a sacrifice, to enable the almost worthless property of another to be sold for more than its value. Such a mode of selling is unjust to the bidders; generally they will not stand upon equal ground. The strong probability is, that the contents will be known to one or more of the agents, and all packages that are really valuable will be struck down at low prices to some one acting in the interest of the knowing agent. In this very case, the evidence shows that the contents of the trunks were actually examined by one of the agents of the company before the sale, yet each was sold as contents unknown for a few dollars."—*Central Law Journal*.

DIGEST OF THE ENGLISH LAW REPORTS

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ACTION.—See COVENANT.

ADEMPTION.

1. For the purpose of raising the presumption that a legacy is ademed, it is not incumbent upon the person who alleges a satisfaction to show anything more than that the testator, having given a legacy of a certain amount, afterwards in his lifetime gave the legatee a sum of money—the nature of the two gifts not being so different as to rebut the presumption.—See HALL, V. C., in *Leighton v. Leighton*, L. R. 18 Eq. 458.

2. A testatrix bequeathed to M. "the sum of three thousand pounds invested in Indian security." At the date of her will the testatrix held certain Indian securities, which were subsequently paid off and the proceeds invested in other ways, so that at her death she had no Indian securities. *Held*, that the legacy was not ademed.—*Mytton v. Mytton*, L. R. 19 Eq. 30.

ADULTERY.—See DIVORCE, 2.

ALLOTMENT.—See COMPANY, 2.

ANCIENT LIGHT.

Adding to the dimensions of ancient lights, or making new windows in close proximity to such lights, does not of itself deprive the owner of the easement of his right to an injunction restraining an obstruction to his ancient lights.

In considering an injury to an ancient light, the Court will consider to what purpose the room in which is the light may thereafter be used, as well as the purpose for which it is then being used.

Where an action could be sustained for obstruction to ancient lights and considerable damages recovered, the Court will generally grant an injunction restraining such obstruction.—See *Aynsley v. Glover*, L. R. 18 Eq. 544.

ANNUITY.

1. A testator charged two annuities upon the *corpus* of certain estates, but added a proviso that, if the surplus rents of said estates, after paying certain charges, should be insufficient to pay said annuities, then the first annuity should abate in favour of the second. *Held*, that said annuities were a charge upon the *corpus* of said estates, notwithstanding said proviso.—*Pearson v. Hellivell*, L. R. 18 Eq. 411.

2. A testator bequeathed to his wife an annuity of £1000 per year, and directed his executors to sell such a part of the principal, if the interest should be insufficient, as would make up, including interest on property she might inherit, an annuity of the above amount. The testator's father bequeathed said wife an annuity of £200, and declared that the same should be in addition to any income which she might derive from any other source, and should not be taken into account in regard to any other income. The income of the testator's estate was insufficient to pay said annuity. *Held*, that in determining the deficit to be charged on the principal of the testator's estate, said annuity of £200 was not to be included in the widow's income.—*In re Hedges' Trust Estate*, L. R. 18 Eq. 419.

See BANKRUPTCY, 2; ELECTION, 1; TRUST, 2.

APPOINTMENT.

1. A testator devised his estate in trust for his daughter for life, remainder as she should by deed or will appoint, and in default of her appointment to her children equally. One of her children married D., a Frenchman, domiciled in France. He died, and after his death the testator's daughter appointed certain property in favour of Mrs. D. By French law, Mrs. D.'s daughter was entitled to half the property acquired by her mother during marriage. *Held*, that Mrs. D. acquired said property on the date of the appointment, and that it therefore was not subject to said law of France.—*De Serre v. Clarke*, L. R. 18 Eq. 587.