

DIGEST OF ENGLISH LAW REPORTS.

of G's title, applied to the court to expunge the entry. W. did not set up any title in himself. *Held*, that W. was not a person "aggrieved" within the acts.—*Graves' Case*, L. R. 4 Q. B. 715.

COSTS.

1. A trustee's costs of paying a fund into court under the "Trustees' Relief Act," are payable out of the *corpus*; his costs of appearing on a petition for payment of dividends are payable out of income.—*In re Whitton's Trusts*, L. R. 8 Eq. 352.

2. When a testator has given a fund to trustees to be invested in land which is to be settled on A, B., and C. successively for life, and the fund is paid into court in an administration suit, and has not been invested in land, the costs of a petition by the tenant for life for payment of the dividends to him are payable out of the *corpus*—*Scrivener v. Smith*, L. R. 8 Eq. 310.

3. When a plaintiff, who has been ordered to pay the costs of a proceeding in the suit, becomes bankrupt, and the suit is revived by his assignee, proceedings will be stayed until payment of such costs.—*Cook v. Hathaway*, L. R. 8 Eq. 612.

4. In a cause of damage by collision, defendants pleaded and proved that the collision was caused by the fault of a pilot whom they were compelled to employ. The plaintiffs were condemned in costs.—*The Royal Charter*, L. R. 2 Ad. & Ec. 362.

5. A husband who was condemned in his wife's costs in a suit by her for dissolution, which was decreed, was allowed to deduct therefrom the amount which he had paid for her costs in a previous suit for nullity of marriage, which had failed.—*Ditchfield v. Ditchfield*, L. R. 1 P. & D. 729.

See AWARD, 2; CONTEMPT; CRUELTY; DAMAGES, 3; INSPECTION OF DOCUMENTS; TENDER.

COVENANT.

After life-estates in A. and B., A. had a power to appoint £5,000 by will among his children (C., D., E., F., and G.) In default of appointment, or subject to any such as should not be a complete and entire disposition of the whole sum, the fund was to go to said children, to vest at twenty-one or marriage. C. died over twenty-one. D. afterwards reached twenty-one, and married, and A. then covenanted to appoint one fifth of the fund in D.'s favor. A. died without having appointed. There was claimed for D. £1,000 under the covenant, and one fifth of the resi-

due as not disposed of. *Held*, that D. was entitled to only £1,000. *Seem*, the covenant was, void.—*Thacker v. Key*, L. R. 8 Eq. 408.

See BEER-HOUSE; MARRIAGE SETTLEMENT; RAILWAY, 2, 3.

CREDITOR—See PARTNERSHIP.

CRIMINAL LAW—See FORGERY; LARCENY; MISDEMEANOR; VENIRE DE NOVO.

CRUELTY.

A wife, shortly after marriage, was found to be affected with syphilis. Her virtue was unquestioned, but the husband swore that he had never had the disease, which was only contradicted by inference from the state of the wife. The jury found the husband guilty of cruelty. *Held* (WILLES, J. *dissentiente*), that the evidence did not support the finding. Rule absolute for a new trial on payment of costs.—*Morphett v. Morphett*, L. R. 1 P. & D. 702.

CUSTOM—See SALE.

DAMAGES.

1. Defendants, mortgagees of a leasehold, sold it to plaintiff, possession to be given on completion of the purchase. The plaintiff resold, at an advance of £105, to G. There was no failure of title, as in *Flureau v. Thornhill*, 2 W. Bl. 1078; but the mortgagor, who was in possession of the premises, refused to give them up. Thereupon the defendants declined to complete the sale, although they could have ousted him. *Held*, that the plaintiff could recover, besides the deposit and expenses of investigating the title, the difference between the contract price and the value at the time of the breach; and that the advance on the re-sale was evidence of this in the absence of other proof. (Exch. Ch.)—*Engell v. Fitch*, L. R. 4 Q. B. 659; s. c. L. R. 3 Q. B. 314; 3 Am. L. Rev. 95.

2. The owners of a ship taking advantage of St. 25 & 26 Vict. c. 63, s. 54, to limit the damages payable by them, for a collision, to £8 for each ton of the ship's tonnage, may be held to pay interest from the date of the collision on the amount recovered.—*The Northumbrian*, L. R. 3 Ad. & Ec. 6.

3. So, where damages by such means were reduced below the sum which usually carries costs in the admiralty, but the damage suffered and the amount claimed were above that sum, the plaintiff was allowed costs.—*The Young James*, L. R. 3 Ad. & Ec. 1.

See VENDOR AND PURCHASER OF REAL ESTATE.

DEATH—See CONTRACT, 2.

DEBENTURE—See BOND.