

DIGEST OF ENGLISH LAW REPORTS.

as if she had continued sole and unmarried ;" remainders to heirs of testator. E. had a child who died, aged twenty-three, before the testator's death, but after the date of the will, at which time the child was aged sixteen. E. assigned her interest under the will of the defendant. The plaintiff claimed as heir-at-law of the testator, and of E. *Held*, that the ultimate limitation did not take effect. Judgment for the plaintiff.—*Brookman v. Smith*, L. R. 7 Ex. (Ex. Ch.) 271 ; s. c. L. R. 6 Am. Law Rev. 87.

4. A testator directed his trustees to invest for accumulation the dividends of his personal estate, and the rents and profits of his real estate, during such time as any person beneficially interested in said estates should be under twenty-one. The trustees were to hold the testator's real and personal estate to the use of his grandson, and after the grandson's decease, for the latter's first and every other son successively in tail ; remainder to the testator's second and other grandsons in like manner, remainders over. Then came the proviso : " I declare it to be my will and meaning, that such person as shall under my will be entitled to an estate tail in possession in my said real estate, shall not be absolutely entitled to my leasehold and personal estates until he shall attain the age of twenty-one, and that my said leasehold and personal estates shall absolutely belong only to such person as shall first attain the age of twenty-one, and become entitled to an estate tail in possession, under the trusts aforesaid." Said grandson entered into possession of the estates as tenant for life, and had an eldest son who died an infant, and a second (the defendant) who attained twenty-one. The plaintiff, second grandson of the testator, claimed the leasehold and personal estates on the ground that they did not invest in said first grandson's first son, who died under age. *Held*, that the defendant was entitled to an estate tail in possession, under the testator's will, and was the first so entitled, and was therefore entitled to said personal estates.—*Martelli v. Holloway*, L. R. 5 H. L. 532.

See ADEMPMENT ; ANNUITY ; APPOINTMENT.

DISTRESS.

Upon a demise of a coal-mine under certain land a power of distress for rent was reserved over the land described, and over " any lands other than those described in which there should be for the time being any pits in course of working " by the lessees or their assigns. The defendant distrained over lands other than that described, which the lessee had assigned together with the coal-mine to the plaintiff. *Held*, that the power of distress over such other lands was void, for the uncertainty of their description, against said assignee.—*Daniel v. Stephney*, L. R. 7 Ex. 327.

See EJECTMENT.

DOG—See MASTER AND SERVANT.

DOMICILE.—See EXECUTORS AND ADMINISTRATORS.

EASEMENT.

In a lease the demised premises were described as bounded on the east and north by

newly made streets (as on a plan referred to), on the west by premises of H., and on the south by land of the lessor. There was no approach to the demised premises but by said east and north sides. The lessee covenanted to build a house on the premises, " and to kerb the said causeways adjoining the said land with proper kerbstones." *Held*, that the lessee had a right of way over said new streets under the lease.—*Espley v. Wilkes*, L. R. 7 Ex. 298.

See TRESPASS.

EJECTMENT.

Ejectment for breaches of covenant in a lease. The writ was dated July 21, 1871, and did not claim the premises as from any previous day. In September, the plaintiffs distrained for rent due up to the previous 24th of June. *Held*, that the distraint did not waive breaches previous to said June 24th, as bringing ejectment was an unequivocal election to determine the lease for any breach that could be proved.—*Grimwood v. Moss*, L. R. 7 C. P. 360.

EQUITY.—See BILLS AND NOTES, 1 ; SPECIFIC PERFORMANCE.

ESTATE FOR LIFE.—See ANNUITY.

ESTATE TAIL.—See DEVISE, 4.

EVIDENCE.

1. A mutual marine insurance company issued an unstamped policy on a vessel which was subsequently lost. At a meeting of the company a claim for the insurance was allowed, and an entry to that effect was made in the minute-book, and the sum due ordered to be drawn for. A part of such sum was subsequently paid upon an order by the insured. *Held*, that though said policy could not be introduced in evidence, the validity of the claim for insurance had been admitted.—*In re Teignmouth and General Mutual Shipping Association, Martin's Claim*, L. R. 14 Eq. 148.

2. A letter from an English subject in Germany to a person in England breaking off an engagement of marriage entered into in Germany is evidence that a breach has taken place in Germany.—*Cherry v. Thompson*, L. R. 7 Q. B. 573.

See BURDEN OF PROOF ; NEGLIGENCE, 1 ; VENDOR AND PURCHASER, 2.

EXECUTORS AND ADMINISTRATORS.

1. A wife who was entitled to a legacy upon the death of another person died intestate in the lifetime of such person, and her husband died without having administered to her. *Held*, that said legacy formed part of the estate of the husband, and that administration in respect to said legacy must be taken out by the representatives of the husband.—*In the Goods of Harding*, L. R. 2 P. & D. 394.

2. A testator appointed his daughter executrix for all his property not named in his will, and died, leaving residuary personal estate undisposed of. The court refused to grant probate to the daughter, as she was precluded from dealing with the property which passed under the will.—*In the Goods of Wakeham*, L. R. 2 P. & D. 395.

3. A testator made a will in England disposing of his real and personal estate, and