

## DIGEST OF ENGLISH REPORTS.

## COSTS.

1. Under a private act providing that commissioners for settling claims might certify costs, and that, in case of difference, costs should be taxed by a master of a superior court of law, according to the rules, and on payment of the fees observed and paid in actions at law, held that the masters taxed as *personæ designatæ*, not as officers of the court, and the court cannot review their taxation.—*In re Sheffield Waterworks Act*, Law Rep. Ex. 154.

2. The legal representative of a plaintiff in error (the plaintiff below), coming in after the commencement of proceedings in error, is not under the Common Law Procedure Act, 1852, on affirmation of the judgment, liable for the defendant's costs below.—*Parker v. Tootal*, Law Rep. 1 Ex. 41, 115.

See APPEAL, 1; EQUITY PRACTICE, 7; EXECUTOR, 3; LEGATEE, 2, 3; PRODUCTION OF DOCUMENTS, 7; RAILWAY, 7; VENDOR AND PURCHASER, 7.

## COVENANT.

1. A covenant against building, entered into by a purchaser of land with the vendor (the owner of adjoining lands), his heirs and assigns, for the benefit of said adjoining lands, runs with the land, and may be enforced by a subsequent purchaser of part of such adjoining lands who would sustain substantial injury by its breach, though he has acquiesced in breaches which did not cause substantial injury, and though all persons entitled to the benefit of the covenant do not join in the suit.—*Western v. Macdermot*, Law Rep. 1 Eq. 499.

2. Defendant A. was the purchaser of premises, part of an estate formerly belonging to the plaintiffs, of which all the purchasers of such parts as were sold had covenanted not to use the premises so purchased as a beer-shop. A. on the 11th of February, without the plaintiffs' consent, but without their interference, opened a beer-shop on the back of his premises, which he leased in June to the co-defendant B., who with his consent, but without that of the plaintiffs, carried on the same business. On the 8th of July, the plaintiffs notified B. to desist. A purchaser of another house on the same estate had also, without consent, but without interference from the plaintiffs, opened a beer-shop at the back of his premises. *Held*, that there had not been such acquiescence and waiver by the plaintiffs as to preclude them from enforcing the covenant.—*Mitchell v. Steward*, Law Rep. 1 Eq. 541.

See LEASE, 4, 5; PARTIES, 2.

## CRIMINAL LAW.

See AIDING TO ESCAPE; BIGAMY; CONVICTION; DISORDERLY HOUSE; EMBEZZLEMENT; FALSE PRETENCES; INDICTMENT; JURY, 1; MALIGNANT MISCHIEF; MASTER AND SERVANT, 3; RAPE; RECEIVING STOLEN GOODS; THREATENING TO ACCUSE; WITNESS, 3.

## DAMAGES.

1. In an action for breach of promise, if the plaintiff has been seduced by the defendant, it is no misdirection to tell the jury, that, in estimating damages, they may consider the altered social position of the plaintiff in relation to her home and family through the defendants' conduct.—*Berry v. Da Costa*, Law Rep. 1 C. P. 331.

2. A child of seven years, by his next friend, brought an action, and recovered damages for injuries from the defendant's horse. Nine days after the trial, the child died, and judgment was signed by the next friend. *Held*, that though the damages were presumably given on the supposition that the child would live, yet the court would not grant a new trial; and that the child's death between verdict and signing judgment was no ground for staying the proceedings.—17 Car. II. c. 8, § 1; and 15 & 16 Vict. c. 76, *Kramer v. Waymark*, Law Rep. 1 Ex. 241.

See CARRIER, 7, 8; PATENT, 2; TRADE MARK, 2.

## DECLARATION OF TITLE.

On a bill praying a declaration that a legal estate did not pass by a deed, the court refused to declare the legal right; but decreed that "the court, being of opinion that the estate did not pass, dismiss the bill."—*Jenner v. Jenner*, Law Rep. 1 Eq. 361.

DEDICATION. See HIGHWAY.

## DEED.

1. Though a nominal consideration is expressed in a deed, the real consideration, if not inconsistent with the deed, may be proved *abunde*.—*Leifchild's Case*, Law Rep. 1 Eq. 231.

2. An old man granted real estate, including his dwelling-house, by deed, to trustees for a charity, subject to a lease made by him shortly before to his sister at a pepper-corn rent for twenty years, determinable on the death of himself and of his sister, with whom he continued to reside on the premises, and who was acting in concert with him. *Held*, that the grant was void under the statute of mortmain, as not conveying *bonâ fide* all the grantor's interest.—*Wickham v. Marquis of Bath*, Law Rep. 1 Eq. 17.