

DIGEST OF ENGLISH LAW REPORTS.

pay off all incumbrances, but the trustees retained enough of such estate to cover the incumbrances and interest thereon, as it was paying a high rate of interest, and they increased the annuity to £8,000: *Held*, that such incumbrances were practically paid off when such personal estate was in the trustees' hands, producing income enough to pay interest upon the incumbrances, and that the annuity was properly increased.—*Astley v. Earl of Essex*, L. R. 6 Ch. 898.

5. A testator devised certain estate in trust to pay the income to his two daughters during their respective lives, independently of the control of any husband or husbands with whom either of them might intermarry, and after their respective decease, upon trust to convey the whole equally between the respective husbands of said daughters. If either daughter died unmarried, her share upon the limitations of the other moiety. A daughter married, and her husband died, devising to her his share in said testator's property: *Held*, that the husband had an indefeasible estate of inheritance in said estate, and having devised the same to his wife, she could give a good title to her grantee.—*Radford v. Willis*, L. R. 7 Ch. 7.

6. A testator gave certain shares of his real and personal estate to his daughters, making the share of his daughter M. chargeable with a sum advanced, and also directing that if M. should be indebted to either of her brothers or sisters in respect of advances, the trustees under the will were to deduct such debts from M.'s advance, and pay the same to the brother or sister to whom it was owing: *Held*, that the trustees were entitled to deduct such advances without interest, although barred by the statute of limitations.—*Poole v. Poole*, L. R. 7 Ch. 17.

7. Devise to trustees "as to" one estate to the use of testator's son R. for life, and to R.'s sons in tail male and tail general; and in default of such issue, to testator's son J. for life, and to his sons in tail male and tail general; and in default of such issue male, to R.'s daughters in tail male; and in default of such issue female, to J.'s daughters in tail male "As to" a second estate, in similar terms to J., after which the will proceeded, "and in default of such issue male and female of all the sons and daughters of his sons R. and J.," then over. *Held*, that the devise over was ambiguous, but under all the circumstances of the case referred to both estates, and not the latter only.—*Gordon v. Gordon*, L. R. 5 H. L. 254.

See BEQUEST; CONDITION; EXECUTORS AND ADMINISTRATORS, 1; JOINT TENANCY; MORT-

MAIN; PARTNERSHIP; POWER; REVERSIONARY INTEREST; SECURITY, 2; TENANT FOR LIFE. DIRECTOR.—See COMPANY, 3; ULTRA VIRES. DISTRIBUTION.—See BEQUEST, 2.

DIVORCE.

The court decreed nullity of marriage where the parties had been married two years and nine months, where there had been no consummation, and the same was practically impossible, as the wife, who was suffering from excessive sensibility, refused to submit to the remedies proposed by physicians, and denied her husband all access, though she had no structural defect. *G— v. G—*, L. R. 2 P. & D. 287.

DOMICILE.

1. A French subject took up his sole place of abode and business in England, where he lived thirty years, making occasional visits to France. He married and intended to end his days there, but refused to be naturalized, as he was a Frenchman, and might return to reside in France. *Held*, that his domicile was English.—*Brunel v. Brunel*, L. R. 12 Eq. 298.

2. To effect a change of domicile it is sufficient that there is intention of settling in the new locality, and of making a principal or sole and permanent home there, and no intention to change civil status is necessary.—*Douglas v. Douglas*, L. R. 12 Eq. 617.

See WILL, 1.

EASEMENT.

Under 2 and 3 Will. 4, c. 71, a landlord gains no easement or right whatever until twenty years of adverse possession have elapsed. Therefore a tenant of a house which has enjoyed access of light and air over adjoining land, for fourteen years, may take such land, and thereby uniting possession, prevent his landlord gaining an easement. A tenant in possession may refuse to allow his landlord to arrest the growing right of a neighbor to an easement. If enjoyment of light and air continue as above for fourteen years, and then is suspended by unity of possession of the dominant and servient estates, and after such unity is severed the enjoyment is continued six years more, an easement is gained.—*Ladyman v. Grave*, L. R. 6 Ch. 763.

See ANCIENT LIGHT; RESERVATION; WAY.

EELS.—See FISH.

ENCROACHMENT.—See LANDLORD AND TENANT.

ENTRY.—See MORTGAGE, 2.

EQUITABLE MORTGAGE.—See MORTGAGE, 3.

EQUITY.

1. The manager of a society, by permission of its directors, deposited money with the de-