

DIGEST OF ENGLISH LAW REPORTS.

REAL ACTION.—See RENT-CHARGE.

RECEIVER.—See TRUSTEE; 1.

RELIGIOUS EDUCATION.

A Catholic, being about to marry a Protestant woman, agreed verbally that the boys of the marriage should be brought up as Catholics, and the girls as Protestants. There was a daughter born, who was baptized a Protestant, with the knowledge of the father, who was, however, absent and ill, and who shortly before his death made a will directing his children to be brought up Catholics, and appointing his brother, a Catholic, their guardian. The daughter was brought up by the mother's family, who had no knowledge of said will, as Protestant until she was nine years old, when said guardian first claimed her. *Held*, that the father's right to have the child brought up as Catholic had been abandoned, and that said guardian would be restrained from interfering with the custody or education of the child.—*Andrews v. Salt*, L. R. 8 Ch. 622.

RENT-CHARGE.

Declaration that the defendant, being seized in fee of certain messuages, granted them to C., subject to a yearly rent-charge, which C. covenanted to pay; and that subsequently all the estate of C. became vested in the defendant, who did not pay said rent-charge. *Held*, that said rent-charge being in fee, debt would not lie at common law until the fee determined, and that the plaintiff would have been driven to a real action; but that real actions having been abolished by statute, an action of debt would lie.—*Thomas v. Sylvester*, L. R. 8 Q. B. 368.

REPAIRS.—See LEASE, 2.

REPLEVIN.

A mortgagor leased the mortgaged premises to the plaintiff. The mortgage gave the mortgagee power to distrain the goods of the mortgagor, in a certain event; and such event happening, the mortgagee by mistake distrained the plaintiff's goods. The plaintiff replevied and recovered the expenses of the replevin bond, and then brought trespass for further damages to said goods, and for trespass to the land. *Held*, that the judgment in replevin was a bar to the action for trespass to the goods; otherwise as to the action for trespass to the land; but that the defendant not having recognized the plaintiff as a tenant, was entitled to judgment in such action on a plea of not possessed.—*Gibbs v. Cruikshank*, L. R. 8 C. P. 454.

REVOCATION.—See WILL, 4, 5.

SALE.

By 35 & 36 Vict. c. 74, sec. 2, any person who shall sell as unadulterated any article of food or drink which is adulterated, is subjected to a penalty. The respondent, a butter dealer, sold an inspector a pound of adulterated butter, on being asked for "a pound of butter at 7d." *Held*, that there was an implied representation by the respondent that

the article he sold was unadulterated butter.—*Fitzpatrick v. Kelly*, L. R. 8 Q. B. 337.

See MORTGAGE.

SEAL.—See BILLS AND NOTES, 1.

SETTLEMENT.—See ELECTION.

SOVEREIGN PRINCE.

A cause was instituted on behalf of the owner, master, crew, and passengers of the *Batavier* against the steamship *Charkieh* and her freight for damages arising out of a collision. An appearance was entered under protest for the Khedive of Egypt, and a petition was filed stating that the *Charkieh* was the property of the Khedive, as reigning sovereign of the state of Egypt, and was a public vessel of the government and semi-sovereign state of Egypt, and praying the judge to declare that the court had no jurisdiction to entertain the suit. It appeared that the vessel was sent to England to be repaired, and had brought a cargo and advertised to carry one back, for the sake of lessening expense; that she was chartered to an English subject for her return voyage to Alexandria; that she was entered at the custom-house like an ordinary merchant vessel, and that all freights and passage money earned by her were received by the Egyptian minister of the interior as part of the public revenues of Egypt. *Held*, on the facts that the Khedive had failed to establish that he was entitled to the privileges of a sovereign prince; that if he were entitled to such privilege, it would not oust the jurisdiction of the court in this action; and that if such privilege existed, it had been waived with reference to the *Charkieh* by the action of the Khedive in engaging her in traffic.—*The Charkieh*, L. R. 4 Ad. & Ec. 59.

SPECIFICATION.—See CONTRACT, 1.

STATUTE.—See CONTRACT, 3; MOTION; SALE; VOTE.

STOCK EXCHANGE.—See BROKER.

STOCKS.—See TRUST, 4.

STREET.

A *cul-de-sac*, into which the public has been allowed to enter for twenty years, is dedicated to the public, and is a public highway. A railway constructing its line under such *cul-de-sac* is not to pay compensation to the abutters.—*Souch v. East London Railway Co.*, L. R. 16 Eq. 108.

THEATRICAL ENGAGEMENT.

An actor, who had contracted to act at the plaintiff's theatre during the season of nine months, was restrained by injunction from acting at any place other than the plaintiff's theatre.—*Montague v. Flockton*, L. R. 16 Eq. 189.

TILLAGE.

In case any part of certain land was converted into "tillage," a tithe rent-charge became due. The owner of the land built a house thereon, and converted a part into garden ground and the remainder into orchard.