

DIGEST OF ENGLISH LAW REPORTS.

See EXECUTORS AND ADMINISTRATORS, 1; LEGACY; POWER; TENANCY IN COMMON; TRUST; WILL.

DIRECTOR.—See COMPANY.

DISCOVERY.

The defendant, in a bill to restrain infringement of a trade-mark, was ordered to disclose the places to which goods were sent impressed with the alleged counterfeit mark, and the description in his books and letters of the stamp or mark to be placed on the goods referred to therein; but not the names of customers, or of persons to or from whom letters produced were written or received, or their addresses by post, or the prices of said goods.—*Carver v. Pinto Leite*, L. R. 7 Ch. 90.

DISTRESS.—See TRESPASS, 1.

DISTRIBUTION.

Where a fund was divisible, under the English Statute of Distributions, between grandchildren and great-grandchildren claiming by one line of descent, and grandchildren and great-grandchildren claiming by a second line, from a common ancestor, it was *held*, that the fund must be divided into moieties divisible among the descendants by each line of descent *per stirpes* and not *per capita*.—*In re Ross's Trusts*, L. R. 13 Eq. 286.

EJECTMENT.—See LANDLORD AND TENANT, 3.

EMINENT DOMAIN.—See RAILROAD, 1.

EQUITY PLEADING AND PRACTICE.—See PLEADING.

ESTATE PUR AUTRE VIE.

A rent-charge was directed to be divided equally between A., B. and C., during their lives and the life of the longest liver. *Held*, that A. had an estate *pur autre vie*, viz., for his own life and the lives of B. and C.—*Chatfield v. Berchtold*, L. R. 7 Ch. 192; s. c. L. R. 12 Eq. 464.

ESTOPPEL.—See SHERIFF.

EVIDENCE.

1. A prosecutrix, in an indictment for an indecent assault amounting to an attempt at rape, if asked on cross-examination whether she has had connection with a person other than the prisoner, cannot be contradicted.—*Reg. v. Holmes*, L. R. 1 C. C. 334.

2. Where two prisoners are indicted and tried together, one is not a competent witness for the other.—*Reg. v. Payne*, L. R. 1 C. C. 349, 8 S. C. L. J. N. S. 109.

See BROKER, 2; FRAUDS, STATUTE OF, 2;

LEGACY, 5; PATENT.

EXAMINATION.—See EVIDENCE, 1.

EXECUTION.—See BANKRUPTCY, 3.

EXECUTORS AND ADMINISTRATORS.

1. A bank opened an account with F.'s executrix, entitling it "F.'s executors' account,"

and advanced money to her on the security of title-deeds of F.'s estate, deposited by her. F.'s executors were empowered to charge his real estate in favour of his personal estate. The executrix expended the above money for her own purposes, but the bank had no notice that the money was not desired for or applied to proper purposes. *Held*, that the bank could not prove against the general estate of the testator for a balance remaining unpaid after realizing the security.—*Farhall v. Farhall*, L. R. 7 Ch. 123; s. c. L. R. 12 Eq. 98; 6 Am. Law Rev. 295.

2. The executor of an executrix *de son tort* is not liable for a breach of contract of the executrix's testator.—*Wilson v. Hodson*, L. R. 7 Ex. 84.

See DEVISE, 3; LEGACY, 1, 2.

FOREIGN CORPORATION.—See CORPORATION.

FORGERY.—See BILLS AND NOTES, 3.

FRAUD.—See COMPANY, 7.

FRAUDS, STATUTE OF.

1. Bill for specific performance of a verbal agreement. The defendant wrote a letter agreeing to hire a house for seven years, not stating when the term was to begin. In a subsequent letter he referred to the first, adding that he understood that on his taking a lease from Michaelmas the lessor was to perform certain stipulations stated, which the plaintiff denied to be in the original verbal agreement. *Held*, that there was no memorandum of an agreement sufficient to satisfy the Statute of Frauds.—*Nasham v. Selby*, L. R. 13 Eq. 191.

2. The defendant being chairman of a local board of health, asked the plaintiff whether he would lay certain pipes. The plaintiff said, "I have no objection to do the work, if you or the board will order the work or become responsible for the payment." The defendant replied, "Go on and do the work, and I will see you paid;" and accordingly the plaintiff did the work. The work was not authorized by the board, and they refused to pay for it. *Held*, that the defendant was liable for the price of the work, as there was evidence for the jury that the defendant contracted to be primarily liable.—*Mounstephen v. Lakeman*, L. R. 7 Q. B. (Ex. Ch.) 196; s. c. L. R. 5 Q. B. 613; 5 Am. Law Rev. 466.

GENERAL AVERAGE.

A vessel sailed from Melbourne for London being provided with a donkey engine adapted for hoisting sails, pumping the vessel, &c., and supplying the place of an additional crew of ten men. There was on board coal sufficient for an ordinary voyage. The vessel encoun-