

DIGEST OF ENGLISH LAW REPORTS.

Y. and A. were protected, a pedigree not being such an entire document as to entitle the plaintiff to see the whole if entitled to see part; and that documents D. were not protected.—*Kettlewell v. Barstow*, L. R. 7 Ch. 686.

DWELLING-PLACE.—See SHOP.

EASEMENT.—See DAMAGES, 1.

EJECTMENT.

Earls A., B., and C., were successive tenants in tail of property held under an inalienable parliamentary title. B., after the death of A., entered into possession of the entailed estates, and, with them, of certain leaseholds formerly in the possession of A. A's executors brought ejectment against B. to recover the leaseholds. B. died *pendente lite*, and another action was brought against C., the successor to the title. C., who was also executor of B., compromised the action on terms of giving judgment, buying the leaseholds, and allowing a debt of £4000 as a debt from B.'s estate for mesne profits. Before the compromise a creditor's suit was instituted, and a decree made for the administration of B.'s estate, which was insolvent. On a summons by A.'s executors to prove against B.'s estate for the amount of rents actually received by him, *held*, that the admission of C., being made as a compromise and after a decree in an administration suit, was insufficient to charge the estate of B.—*Talbot v. Earl of Shrewsbury*, L. R. 14 Eq. 503.

EQUITY.—See BILL IN EQUITY; PARTNERSHIP, 3; SETTLEMENT, 1.

ESTATE FOR LIFE.—See LEGACY, 5.

ESTATE TAIL.—See DEVISE, 1, 3; LEGACY, 6.

ESTOPPEL.—See MARRIED WOMAN.

EVIDENCE.—See EXECUTORS AND ADMINISTRATORS, 3; LIBEL, 2; STAMP.

EXECUTORS AND ADMINISTRATORS.

1. The creditor of a testator filed a bill against the latter's wife, alleging that administration with the will annexed had been granted to the wife, who was "the only legal personal representative and also heir of the undisposed of movables and immovables" of the testator, and that the wife had received and entered into the possession and enjoyment of all the real and personal effects of the testator. The defendant pleaded that she was not administratrix with the will annexed or legal personal representative of the testator. *Held*, that the plea admitted facts constituting the defendant an executrix *de son tort*.—*Rayner v. Kehler*, L. R. 14 Eq. 262.

2. By statute, if a testator does not dispose of residuary estate, his executors take it for the benefit of the next of kin, unless a contrary intention appear. A testator appointed his two sons executors, but made no residuary bequest. By a codicil he directed that the residuary legatees in his will should receive the residue without any deductions. *Held*, that said executors did not take the residue, and that there was no disposition of the same under the will and codicil.—*Travers v. Travers*, L. R. 14 Eq. 275.

3. In a creditors' suit for administration of the real and personal estate of a testator, a judgment recovered against the executors (who were also trustees of the real estate), *held*, to be *prima facie* evidence of debt, as against the persons interested in the real estate; but said persons were to be at liberty to adduce rebutting evidence.—*Harvey v. Wilde*, L. R. 14 Eq. 438.

See HUSBAND AND WIFE; POWER, 4.

FACT, MISTAKE OF.—See COMPANY, 1.

FREIGHT.—See INSURANCE.

GENERAL AVERAGE.—See AVERAGE.

HOTCHPOT.—See WILL.

HUSBAND AND WIFE.

A wife had paid certain sums into a bank under an account as executrix of her father. The wife's husband deposited other sums to the same account, and the wife paid checks for her husband's creditors and for mutual debts of both husband and wife. The husband died, and shortly afterward the wife. *Held*, that said sums deposited by the husband were a gift to the wife.—*Lloyd v. Pugh*, L. R. 14 Eq. 241.

See MARRIAGE; SETTLEMENT, 1.

INCOME.—See LEGACY, 6.

INFANT.

Four infant daughters were entitled to a reversion expectant upon a life-estate subject to a provision that in case a child should die under twenty-one, and without having married, her share should go to the survivors. There being no other means, the court charged said reversion with a sum sufficient for the maintenance and education of the infants, under a plan securing its repayment.—*De Witte v. Palin*, L. R. 14 Eq. 251.

See COMPANY, 4.

INJUNCTION.—See COMPANY, 2; COPYRIGHT, 1, 2; TRADE-MARK, 2.

INNKEEPER.—See LIEN, 2.

INJURY.—See CARRIER, 2.

INSPECTION OF DOCUMENTS.—See DOCUMENTS, INSPECTION OF; PRIVILEGED COMMUNICATION.

INSURANCE.

The plaintiffs had insured with the defendants, "lost or not lost, in the sum of £500 upon the freight payable to them in respect of this present voyage between as below, by the vessel *Napier* from Baker's Island, . . . the insurance on said freight beginning from the loading of the said vessel." When the vessel had taken in two-thirds of the cargo ready for her at Baker's Island, she was wrecked. *Held*, that the policy had not attached.—*Jones v. Neptune Marine Insurance Co.*, L. R. 7 Q. B. 702.

See AVERAGE; BILL IN EQUITY.

JOINT TENANT.—See LEGACY, 5.

JUDGMENT.

Detinue for a piano-forte. Plea, that the