should privately write upon a slip of paper the amount of damages to which he thought the plaintiff entitled, and place the slip in a hat; that the amounts should then be added together and their sum, divided by twelve, should be the verdict. This was done and a verdict rendered accordingly.

It is true a juror swears that there was considerable consultation after this was done, and that each juror agreed upon the result thus reached as his verdict. He does not however deny that an agreement was made such as is stated in the officer's affidavit, and we cannot doubt it was that agreement which controlled the amount of the damages. The rule upon this matter is well setted. It is, that while jurors may resort to a process of this sort as a mere experiment, and for the purpose of ascertaining how nearly the result may suit the views of the different jurors, yet a preliminary agreement that such a result shall be the verdict, will vitiate a verdict found under and by virtue of such an agreement. *Dunn* v. *Hall.* 8 Blackf, 32; *Dana* v. *Tucker*, 4 J. R., 487; *Harvey* v. *Rickett*, 15 J. R., 87.

This rule is so reasonable as to need no comment. As this verdict was evidently found under the pressure of such an agreement, the judgment must be reversed.

DIGEST.

DIGEST OF ENGLISH LAW REPORTS.

(*From the American Law Review.*)

FOR NOVEMBER AND DECEMBER, 1871, AND JANUARY, 1872.

(*Continued from p.* 152.)

Devise.

1. Testatrix devised freeholds to trustees in trust for E. for life, remainder to use of first son of E. for life, without impeachment of waste; remainder to use of his first and other sons successively in tail male; like remainders to third and other sons of E. Said sons of E. to have power of jointuring and charging portions. Afterwards a barony was conferred upon E. for life, remainder to E.'s second, third, and other sons in tail male. Proviso, that if such sons, &c., should succeed to the earldom of D., the barony should go to the next son. Testatrix, in a codicil, revoked her will, devising said freeholds to trustees, "to convey, settle, and assure" the same "in a course of entail to correspond as nearly as may be with the limitation of the barony and the provisos affecting the same," and "with all such powers, provisos, declarations, and agreements" as counsel should advise. The House of Lords held on this that said freeholds ought to be limited in strict settlement on the second and younger sons of E. for their respective lives, without impeachment of waste, remainder to the first and other sons in tail male; that there should be such powers of jointuring and charging portions as contained in the will, and that there should be in the settlement a shifting clause in the words of the above proviso: *Held*, that the settlement should not contain a clause postponing raising portions until on or after the decease of the person charging the same; nor a clause avoiding portions and jointures in case the freeholds should shift by the accession of the tenant to the earldom of D.—*Viscount Holmesdale*, v. *West*, L. R. 12 Eq. 280. See L. R. 4 H. L. 543; 5 Am. Law Rev. 304.

2. A. devised a house held under a corporation for the life of K., and twenty-one years after his decease, to trustees in trust to permit her nieces, B. and C., during their joint lives, while single, &c., to reside in said house "during the remainder of the said term for which the said house is held of the corporation aforesaid." After date of the will K. died, and the testatrix surrendered her lease and received a new one for seventy-five years, and after date of the new lease made two codicils to her will: *Held*, that notwithstanding the surrender of the original lease, said trusts were subsisting trusts for at least twenty-one years from the death of K.—*Wedgwood* v. *Denton*, L. R. 12 Eq. 290.

3. Devise "to the use of every son of J. S. now living, or who shall come into existence in my lifetime, and the assigns of such son during his life;" remainder to trustees to preserve contingent remainders, "but to permit such son and his assigns to receive the said rents and profits during his life; and after his decease to the use of such son's first and other sons successively in tail male: *Held*, that the sons of J. S. took as tenants in common, remainder on the death of each son to such son's first and other sons, in tail male, with cross remainders over.—*Surtees* v. *Surtees*, L. R. 12 Eq. 400.

4. A testator devised his real estate upon trust to pay to his daughter an annuity of £6,000 out of the rents, and subject thereto to accumulate for twenty-one years from the testator's death, and to pay off from time to time out of the accumulated fund the incumbrances on said estate. As soon as the incumbrances were paid off, said annuity was to be increased to £8000. He directed his personal estate to be applied in discharging incumbrances when and as should to the trustees seem fit, and any surplus to be accumulated and held on the same trusts as said rents. At the testator's death the personal estate was more than sufficient to