

removed the piano; but it was claimed by the trustee. There was no special mark on the piano indicating that it was B.'s. There was conclusive evidence of the existence of a custom to let pianos in this manner. *Held*, on the strength of the custom, that the piano was the property of H., and the trustee had no claim to it.—*In re Blanshard*. *Ex parte Hattersley*, 8 Ch. 601.

*Devise*.—P. devised freehold in D. upon trust, and bequeathed £3,000 to his trustees to purchase land in D. for the same trust. In a codicil, he revoked the devise of the freeholds, without more. *Held*, that the bequest of £3,000 for the purpose named was not affected by the codicil.—*Bridges v. Strachan*, 8 Ch. D. 558.

*Fraud*.—Contracts which may be impeached on the ground of fraud are not void, but voidable only at the option of the party who is or may be injured by the fraud, subject to the condition that the other party, if the contract be disaffirmed, can be remitted to his former state. Otherwise resort must be had to an action for damages. Divisibility of a contract for dissolution of partnership considered.—*Urquhart v. Macpherson*.—3 App. Cas. 831.

*Freight*.—R. was part owner, and also ship's husband, of the ship E.; and, August 30, he mortgaged his part to the plaintiffs, and gave them an order on the defendants, who were the charterers, for the freight due for the pending voyage. September 20, the plaintiffs, as mortgagees, and the other part-owners appointed H. ship's husband. The E. arrived at her destination October 11, and began to discharge October 14. October 16, defendants gave plaintiffs a check for £200. H. notified the defendants that he claimed the freight as registered managing owner, and thereupon payment on the check was stopped. *Held*, that E. had no power to assign the freight, and the plaintiffs could not recover.—*Beynon v. Godden*, 3 Ex. D. 263.

*Husband and Wife*.—1. The defendant and his wife separated by mutual consent, and agreed upon the sum which the wife should receive so long as the children taken by her were under twenty-one. She found the sum insufficient to support herself and them, and pledged the husband's credit for necessities.

*Held*, that the husband was not bound.—*Eastland v. Burchell*, 3 Q. B. D. 432.

2. A wilful wrongful refusal of marital intercourse on the part of the wife is not in itself sufficient ground for a declaration of nullity. The court proceeds on the ground of impotence, and if after a reasonable time the wife still resist all intercourse, the court will infer that impotence is the cause, and, if satisfied of *bona fides*, will decree nullity of the marriage.—*S. v. A.*, otherwise *S.*, 3 P. D. 72.

3. In a suit by the wife for restitution of conjugal rights, a compromise was agreed to. The petitioner then refused to sign the memorandum of the compromise, and had the suit set down for hearing. *Held*, that she must be held to the agreement which she had made.—*Stanes v. Stanes*, 3 P. D. 42.

*Injunction*.—Injunction to restrain a lessee from tearing down old buildings, and putting up new in their place, refused, on the ground that, if there was technical waste, it was meliorating waste.—*Doherty v. Allman*, 3 App. Cas. 709.

*Innkeeper*.—B. went to an inn as an ordinary guest in September, 1876, and in November following, a pair of horses, harness, and a wagon came to the inn as B.'s personal property, and not on livery. B. told the innkeeper he had bought them of the plaintiff. B. left in January, 1877, owing £109 for his own board and £22 10s. for the horses. It turned out that B. had bought the property from the plaintiff upon the terms that, if it was not paid for, it should be returned free of cost. B. never paid for it; and he was afterwards convicted of fraud in obtaining it. The innkeeper refused to surrender the property to the plaintiff on an offer of £20 for the board of the horses; but he sold the horses by auction for £73, and kept the harness and wagon, and claimed to apply the whole under his lien towards paying the whole claim held by him against B. *Held*, that his lien on the whole property was a general one for the whole debt of B., and not merely for the board of the horses; but that the lien on the horses was lost by the sale, and the innkeeper was guilty of a tortious conversion thereby, and the plaintiff could recover the price received.—*Mulliner v. Florence*, 3 Q. B. D. 484.

*Insurance*.—1. A policy on steam-pumps sent out from A. in the wrecking steamer S., to raise