

## DIGEST OF ENGLISH LAW REPORTS.

broken at the moment of the shipment of the cargo, and therefore the owners could recover the £343, notwithstanding the loss of the vessel. — *Carr v. Wallachian Petroleum Co.*, Law Rep. 1 C. P. 636.

4. The assignee of a particular freight has a claim prior to a registered mortgagee of the ship and of all freight to be earned by her, who was prior in date, but who gave no notice, and took no steps to enforce his mortgage, till the assignee had notified the charterer, and the cargo had been partly discharged. — *Brown v. Tanner*, Law Rep. 2 Eq. 806.

See CHARTER PARTY; SHIP.

## GUARDIAN.

The court refused to interfere with the foreign guardian, duly appointed, of subjects of a foreign country, when he wished to remove his wards from England, where they had been sent to be educated, in order to complete their education in their own country; the court refused to discharge an order appointing English guardians, but gave the foreign guardian exclusive control of the children. — *Nugent v. Velzera*, Law Rep. 2 Eq. 704.

See ADMINISTRATION, 1.

## HUSBAND AND WIFE.

1. If a wife has an equity to a settlement out of a fund, the amount settled on her (which, *semble*, will, in the absence of special circumstances, be half the fund) will be directed to be settled on her and her children, with remainder, in default of issue, to her husband. — *Spirett v. Willows*, Law Rep. 1 Ch. 520.

2. A woman, by an ante-nuptial settlement, assigned all the personal estate to which she might at any time thereafter become entitled in any way whatsoever, on the trusts of the settlement; and her intended husband covenanted to settle any personal estate whatsoever that should devolve on or vest in her. After the marriage, a legacy was given to the wife, with a direction to the executors to pay such part thereof to the wife as she might require for her separate use, independent of her husband, and to be free in all respects from his debts and engagement. *Held*, that the settlement did not affect such part of the legacy as the wife required to be paid to her on her separate receipt. — *Mainwaring's Settlement*, Law Rep. 2 Eq. 487.

See ALIMONY; ELECTION, 1; SEPARATE ESTATE; TRUSTEE, 3.

INFANT.—See ELECTION, 1; GUARDIAN.

## INJUNCTION.

The court of equity will not refuse an injunction to restrain an action at law merely on the

ground that the plaintiff has pleaded an equitable plea to the action, if the court of law cannot give such relief on the plea as the court of equity can give. — *Waterlow v. Bacon*, Law Rep. 2 Eq. 514.

See EQUITY PLEADING AND PRACTICE, 2; VENDOR AND PURCHASER.

INTEREST.—See MORTGAGE, 3.

INTERROGATORIES.—See EQUITY PLEADING AND PRACTICE, 3.

## JUDGMENT.

A. having sued B. for £28, B. paid A. £10 on account of the debt. A. afterwards signed judgment, for default of appearance, for £28 and costs, and issued execution for the amount, under which B. was arrested, and paid the sum demanded. B. having sued A. for maliciously, and without probable cause, signing judgment and issuing execution, *held*, that while the judgment stood for the full amount, B. was estopped to deny the correctness of the judgment or the execution. — *Huffer v. Allen*, Law Rep. 2 Ex. 16.

## JURISDICTION.

It being only a question of law arising on a trial that can be stated for the opinion of the court for Crown cases reserved, that court has no jurisdiction if the prisoner has pleaded guilty; and the question is whether the prisoner's act described in the depositions supports the indictment. — *The Queen v. Clark*, Law Rep. 1 C. C. 54.

## LEASE.

T. took land of R. from R.'s agent, by parol agreement, all parties knowing that the land was to be built on. A ground-rent was fixed. T. laid out £1,800 in building. T., in a subsequent application for other land for building, declared himself willing to take such other land as "tenant at will." This land also was allotted him at a fixed ground-rent. When buildings were erected on R.'s land, those who had so taken the land were entered on the books as tenants. All sides admitted, that, where such takings were made, the tenants would never be disturbed while the ground-rent was paid. When the tenant wished to transfer the land to another, the entry of the name in the agent's book was altered. Often the land was surrendered, and the new tenant accepted, much as in the transfer of a copyhold. The tenancies were very numerous. T. alleged that there was believed to exist, and that R.'s agents had, by their words and conduct, encouraged such belief, a "tenant right tenure" on the estate, and that one who had so taken and built on R.'s land was entitled to demand the grant of