

DIGEST OF ENGLISH LAW REPORTS.

the jury found that by the custom of the society such documents were treated as warrants, authorities, and requests to pay, and convicted the prisoner. *Held*, that the document was properly described as a warrant, an authority, or a request.—*Regina v. Kay*, L. R. 1 C. C. 257.

FRAUD—See APPROPRIATION; BILLS AND NOTES; LIMITATIONS, STATUTE OF.

FRAUDS, STATUTE OF—See DAMAGES.

FRAUDULENT CONVEYANCE—See CHARGE.

FREIGHT—See INSURANCE, 2; SHIP.

GIFT—See CONSTRUCTION, 9.

GUARANTY.

A bank authorized a company to draw upon it on terms that the company should ship tea and draw upon B. & Co. for its value, accompanied by bills of lading, policy of insurance, and invoice; B. & Co. agreed to accept the bills and forward them to the bank, and agreed to pay the amount due the bank on the 31st December. The company drew bills on the bank; before they fell due the bank stopped payment, but the bills were paid afterwards. The company failed to ship any tea and to perform their part of the agreement. *Held*, that the bank had performed its part of the agreement, and, notwithstanding its failure, B. & Co. were liable; and that their general engagement was not limited to the amount due on the 31st December.—*Ex parte Agra Bank; In re Barber & Co.*, L. R. 9 Eq. 725.

HIGHWAY.

In 1811, a road was laid out, fifty feet wide, through a common, by the enclosure commissioners. Allotments of the land on each side were made, and directions given by the commissioners that the allotments should be fenced. About twenty-five feet only of the road were used, and the sides, which were left unenclosed, became covered with fir-trees, heath and furze, which had grown up during the last twenty-five years. A suit was brought by the owner of the adjoining land to restrain the highway board from cutting the trees and furze. *Held*, that the right of the public was to have the whole width of the road free from obstructions, and was not confined to the part actually used; and that this right was not extinguished by allowing the trees to grow.—*Turner v. Ringwood Highway Board*, L. R. 9 Eq. 418.

See COMMITMENT.

HUSBAND AND WIFE.

1. A woman, upon marriage, settled her property in trust for her separate use. After marriage her husband became bankrupt, and certain debts incurred by the wife before mar-

riage were proved against him, but he had no assets, and afterward obtained his discharge. *Held*, that the wife's separate property was liable for her debts.—*Chubb v. Stretch*, L. R. 9 Eq. 555.

2. *Held*, by the full court, on appeal, that, if force, whether physical or moral, is systematically exerted by a husband for the purpose of bending his wife to his authority, in such a manner, to such a degree, and during such a length of time as to break down her health and render serious malady imminent, there is cruelty which entitles her to a decree for judicial separation.—*Kelly v. Kelly*, L. R. 2 P. & D. 59.

See EVIDENCE, 2, 4; SETTLEMENT, 1; SPECIFIC PERFORMANCE, 1; WIFE'S SEPARATE ESTATE.

IGNORANCE—See CONFIRMATION.

ILLEGAL CONTRACT—See RACING DEBT.

INDICTMENT.

Indictment, that the defendant "in and upon one Margaret D., a girl above the age of ten years and under the age of twelve years, . . . unlawfully did make an assault, and her, the said M. D., did then unlawfully and carnally know and abuse, against the form of the statute," &c. The jury found the defendant guilty of a common assault. *Held*, that under the indictment, the defendant might be convicted of an assault.—*Regina v. Guthrie*, L. R. 1 C. C. 241.

INFANT—See CONFIRMATION, 2.

INJUNCTION.

The grantee of a piece of land made a separate agreement with the grantor, that during twelve years and a half no building thereon should be used as a public house. His assignee, one of the defendants, built a house on the land, and let it to the other defendant as tenant from year to year, who used it as a public house. The assignee had notice of the agreement, but the tenant had not. Upon a bill for an injunction, *held*, that the agreement was not binding on the tenant, but that the assignee should be enjoined, the injunction to be suspended until the tenancy should be determined.—*Carter v. Williams*, L. R. 9 Eq. 678.

See RECEIVER; REVIVOR.

INTENTION—See RESIDUARY CLAUSE, 2.

INSURANCE.

1. Policy of insurance against fire upon the stock of wheat, &c., in a mill, containing the following clause: "Goods held in trust or on commission must be insured as such, otherwise the policy will not extend to them." Part of the wheat destroyed was received from farmers,