

DIGEST OF ENGLISH LAW REPORTS.

the absence of that evidence upon which alone the presumption should be raised of his death, your verdict ought to be for the defendant." *Held*, by the Court of Appeal a misdirection, and on appeal to the House of Lords the Lords were divided, and the holding of the Court of Appeal remained undisturbed.—*Prudential Ins. Co. v. Edmonds*, 2 App. Cas. 487.

2. By the Bastardy Laws Amendment Act, 1872, §4, if the statement of the mother as to the paternity of the child be "corroborated in some material particular by other evidence," the man charged with the paternity may be adjudged to be the putative father. *Held*, under this provision, that evidence of acts of familiarity between the parties amounted to such corroboration, and should be received, although such acts took place at a time before the child could have been begotten.—*Cole v. Manning*, 2 Q. B. D. 611.

See FALSE PRETENCES; LANDLORD AND TENANT
1; MORTGAGE; NEGLIGENCE, 1.

EXECUTORS AND ADMINISTRATORS.

Bequest of personal property to executors to divide it equally among four persons. A part of the property was at testator's death in three second mortgage bonds of the Atlantic and Great Western Railway Company of America, of uncertain value and rapidly failing. At that time they were worth £153 each. They rapidly fell until fifteen months afterwards two of them were sold for £52 each, and the one remaining unsold was worth at the time of the suit £20. One of the legatees had urged the executors to dispose of the bonds earlier, but the executors said they held them in the honest expectation that they would rise. *Held*, that the executors could not be required to make good the loss.—*Marsden v. Kent*, 5 Ch. D. 598.

FALSE PRETENCES.

Case stated on the conviction of one C. for falsely pretending that he was a responsible dealer in potatoes, and had credit as such, whereby one G. was induced to forward him large quantities of potatoes. The evidence consisted of the following letter from C. to G.: "Sir,—Please send me one truck regents and one rocks as samples, at your prices named in your letter; let them be of good quality, then I am sure a good trade will be done for both of us. I will remit you cash on arrival of goods and invoice. P. S. I may say if you use me well, I shall be a good customer. An answer will oblige, saying when they are put on." *Held*, that the conviction was correct.—*The Queen v. Cooper*, 2 Q. B. D. 510.

FIRE INSURANCE.—See INSURANCE, 2.

FOREIGN GOVERNMENT.—See CONSTRUCTION, 3;
JURISDICTION, 2.

FORFEITURE.

In a notice by the secretary of a company to a shareholder to pay an overdue call

or assessment, the latter was notified to pay the call with five per cent interest from the day when the call was voted, or he would forfeit his stock; whereas the rules of the company prescribed interest in such cases only from the day when the call became payable. *Held*, that such notice was invalid, and no forfeiture took place.—*Johnson v. Lyttle's Iron Agency*, 5 Ch. D. 687.

FRAUDS, STATUTE OF.—See STATUTE OF FRAUDS.

HUSBAND AND WIFE.

1. After a decree *nisi* for divorce from her husband obtained by the plaintiff, the defendant seized and took divers goods as the property of the plaintiff. Afterward the decree *nisi* was made absolute, and the plaintiff subsequently brought this action for illegal seizure of the goods. *Held*, that the plea of coverture of plaintiff pleaded by defendant was proved.—*Norman v. Villars*, 2 Ex. D. 359.

2. O. was a clothier, and lived with his mother, but owned another house near by, where in 1855 he installed the defendant as housekeeper, and soon after engaged to marry her. In 1861, she began on a small scale the business of fruit preserving. The business gradually increased until it became a large wholesale business. In 1874, O. married her, and went to live with her in the house she had occupied. She had carried on the business before the marriage entirely as her own, with her own means, and kept her own bank account, and at the date of the marriage she had over £1,500 on deposit. The husband's account at the same bank was overdrawn, and without his knowledge she drew from her account and deposited the amount to his to make good the deficit. After the marriage she continued to carry on the business in her maiden name as before, and he did not in any way interfere with it, but always referred customers to her. He died intestate, and she claimed the business as her own; but his sister applied for administration on it as his. *Held*, that the widow was entitled to the whole capital and stock in trade of the business as her own.—*Ashworth v. Outram*, 5 Ch. 923.

See SETTLEMENT.

INFANT.—See LEGACY, 3.

INJUNCTION.

1. In a suit by one riparian proprietor against another farther up the stream for polluting it to the injury of the plaintiff, an injunction was asked for and also an inquiry as to damages. The defendant claimed that only damages should be awarded as in the case of obstruction of light and air. An injunction was granted.—*Pennington v. Brinsop Hall Coal Co.*, 5 Ch. D. 769.

2. 18 and 19 Vict. c. 128, § 9, forbids burials within one hundred yards of a dwelling-house. The plaintiff applied for an injunction to restrain the defendant from using a field, or any part thereof as a cemetery, some portion of which field was within one hundred yards of plaintiff's dwelling. It