

DIGEST OF ENGLISH LAW REPORTS.

dissenting), that prospective damages could be recovered. *Backhouse v. Bonomi* (9 H. L. C. 503) and *Nicklin v. Williams* (10 Ex 259) discussed.—*Lamb v. Walker*, 3 Q. B. D. 389.

See NEGLIGENCE, 1; TRADE-MARK, 2.

DEED.—See MORTGAGE, 2.

DELIVERY.—See RAILWAY, 3; SALE, 2.

DEMURRER.

Claim that the defendants, by placing refuse and earth on their land, caused the rain-water to percolate through and flow upon the plaintiff's adjoining land and into his house, as it would not naturally do, and that substantial damage was caused thereby. *Held*, not demurrable.—*Hurdman v. The North Eastern Railway Co.*, 3 C. P. D. 168.

DEVISE.—See TRUST, 1; WILL, 1.

DIRECTOR.—See COMPANY, 3.

DISCOVERY.—See ATTORNEY AND CLIENT, 1, 2.

DISCRETION OF TRUSTEES.—See TRUST, 2.

DISTRIBUTION.—See ANNUITY, 2.

DIVISIBLE CONTRACT.—See CONTRACT, 2.

DOCUMENTS, INSPECTION OF.—See ATTORNEY AND CLIENT, 2.

DOMESTIC RELATIONS.—See HUSBAND AND WIFE.

ERASURES.—See CONTRACT, 1.

EVIDENCE.—See CONTRACT, 1; SLANDER; WILL, 1.

EXCHANGE, BILLS OF.—See BILLS AND NOTES.

EXECUTION.

Sect. 87 of the Bankruptcy Act, 1869, provides that "where the goods of any trader have been taken in execution for a sum exceeding £50" within a specified time before bankruptcy, proceedings on it shall be restrained. Appellants got judgment for £54, but endorsed the writ for £43 only. *Held*, that the execution was good for that sum, notwithstanding the judgment for more than £50.—*In re Hinks. Ex parte Berthier*, 7 Ch. D. 882.

EXTRINSIC EVIDENCE.—See WILL, 1.

FENCE.—See NEGLIGENCE, 2.

FIRE INSURANCE.—See INSURANCE.

FORECLOSURE.—See MORTGAGE, 1, 2.

FOREIGN TRIBUNAL.—See ARBITRATION.

FRAUD.—See CONTRACT, 2; SALE, 1, 4; TRADE-MARK, 2.

FRAUDS, STATUTE OF.—See SALE, 3.

FUTURE DAMAGE.—See DAMAGES.

GARNISHEE PROCESS.—See BILLS AND NOTES.

HOTCHPOT.—See ANNUITY, 2.

HUSBAND AND WIFE.

1. A wife's property was, on her marriage, settled to her separate use, without power of

anticipation. A judgment was obtained in the Queen's Bench against her for debts contracted previous to her marriage; and, in an action in the Chancery Division, to enforce this judgment against her separate estate, *held*, that the judgment debt and costs should be recovered against her separate estate, in spite of the restraint against anticipation in the settlement, under the Married Women's Property Act, 1870, which provides that "the wife shall be liable to be sued for, and any property belonging to her for her separate use shall be liable to satisfy, such debts [contracted before marriage] as if she had continued unmarried."—*London & Provincial Bank v. Bogle*, 7 Ch. D. 773.

2. When a wife sues for separate estate, the husband should be made a defendant, not a plaintiff. The Judicature Act has not changed the practice.—*Roberts v. Evans*, 7 Ch. 830.

3. Under the Married Women's Property Act, 1870, the husband must still be joined as defendant when an action is brought against the wife to charge her earnings in a pursuit carried on by her apart from her husband.—*Hancocks v. Demeric-Lablache*, 3 C. P. D. 197.

See MARRIED WOMEN.

IMPLIED TRUST.—See TRUST, 1.

INCOME.—See ANNUITY, 1.

INFANT.

By the marriage settlement, made under the direction of the court, of a young lady then "an infant of seventeen years and upwards," certain property of hers was vested in trustees, among other things to reinvest the same, "with the consent of" the said infant and her husband, and after the death of either with the consent of the survivor, at the discretion of the trustees. The wife had the first life-interest. *Held*, that the wife, though an infant, could give her "consent" to a reinvestment, as contemplated by the settlement. She could exercise a power, though coupled with an interest.—*In re Cardross's Settlement*, 7 Ch. D. 728.

See SETTLEMENT, 1.

INJUNCTION.—See PARTNERSHIP, 2; TRADE-MARK, 1, 2; WAY.

INSURANCE.

By the terms of a lease, dated Sept. 29, 1870, the lessee had the option to purchase the premises at an agreed price, by giving notice before Sept. 29, 1876, of his intention to do so. Th lessor covenanted to insure, and did insure. May 6, 1876, the buildings were burnt down, and the lessor received the insurance money. Sept. 28, 1876, the lessee gave notice of his intention to purchase, and claimed the insurance money as part payment. The lease contained