On the death of J. E., *held*, that the property so transferred was not an augmentation of the marriage settlement, but an advancement to the wife, who should receive it absolutely, the other parties in whose names the securities stood being trustees for the wife.—*In re Eykyn's Trusts*, 6 Ch. D. 115.

2. A husband and wife, married since the Married Woman's Property Act, 1870, gave a joint and several promissory note. The husband took the money, and afterward became bankrupt. *Held*, that the wife's separate property was liable on the note, and there was no necessity to make the trustees of her estate parties.—*Davies* v. *Jenkins*, 6 Ch. D. 728.

3. The wife of C., a retail trader, who was possessed of separate estate in her own right, without restraint to anticipate, gave a guaranty in writing to the plaintiff, a dealer with whom C. traded, as follows:—"In consideration of you, M., having at my request, agreed to supply and furnish goods to C., I do hereby guarantee to you, the said M., the sum of £500. This guarantee is to continue in force for the period of six years, and no longer." C. had previously dealt with M., and at the time of the guaranty a bill of exchange drawn by M. on C. for a balance had been dishonoured, and another bill was soon coming due. *Held*, that the guaranty applied to any moneys to the extent of £500 which should be due during six years, including the dishonoured bill; that the fact that goods were furnished subsequently created a good consideration to the wife for the guaranty; and that the separate estate of the wife was liable for any balance due M. from C., to the extent of £500.—*Morrell* v. *Cowan*, 6 Ch. D. 166.

See Dower; Settlement.

Infant.

A suit had been begun in the name of some infants by one P., a stranger, and the father had knowledge of the suit. When he learned of the suit, he applied for the removal of P., and substitution of himself, as next friend. Granted.—*Woolf* v. *Pemberton*, 6 Ch. D. 19.

Injunction.

1. Where a statutory board has power to recover a penalty by criminal proceedings for violation of a statute regulation, a court of equity will not interfere by injunction to restrain those proceedings. *Mayor of York* v. *Pilkington* (2 Atk. 302) criticised.—*Kerr* v. *Corporation of Preston*, 6 Ch. D. 463.

2. W. sold S. land adjoining other land of W., under which there were mines. S. purchased the land for the purpose of erecting heavy buildings for an iron foundry thereon, and W. was aware of this fact. Subsequently, W. leased the mines to H. & Co., who began mining. S., having begun to build on his land, applied for an injunction against W. and H. & Co., to restrain the working of the mines in a manner to endanger the support of his buildings. *Held*, that S. was entitled to an injunction.—*Siddons et al.* v. *Short et al.*, 2 C. P. D. 572.

Innkeeper.

By 26 & 28 Vict. c. 41, § 1, no innkeeper is liable for loss of the goods of a guest beyond £30, except where such goods shall have been lost "through the wilful act, default, or neglect of such innkeeper, or any servant in his employ." Section 3 requires every innkeeper to keep section 1 posted in a conspicuous place in his inn, in order to entitle himself to the benefit thereof. The defendant had what purported to be section 1 posted properly in his inn; but, by an unintentional misprint, it read thus: "Through the wilful default or neglect of such innkeeper, or any servant in his employ." *Held*, that the misprint was material, and the innkeeper was not entitled to the benefit of the statute.—*Spice* v. *Bacon*, 2 Ex. D. 463.

Intention.—See Will, 3.

Judicature Act.—See Probate.

Jurisdiction.

1. The court declined jurisdiction where a foreigner brought an action for co-ownership against a foreign vessel, and another foreigner appeared to have the petition dismissed, and the consul of the State where the ship was registered declined to interfere.—*The Agincourt*, 2 P. D. 239.

2. Suit between two foreigners over a foreign vessel, where the court, under the circumstances, assumed jurisdiction for a particular purpose.—*The Evangelistria*, 2 P. D. 241.

3. A clerk employed to collect money, and remit it at once to his employers, collected several sums at a place in Yorkshire, subsequently wrote two letters to his employers in Middlesex, without mentioning the above collections, and afterwards a letter, intended, as found by the jury, to lead his employers to think that he had collected no money in Yorkshire. *Held*, that he could be tried for embezzlement in Middlesex, where the letters were received.—*The Queen* v. *Rogers*, 3 Q. B. D. 28.

See Probate.

Laches.—See Specific Performances, 2.

Lease.

Written agreement by the defendant with the plaintiff, duly signed by both, for the lease of a house for a certain term and price named. It was recited that "this agreement is made subject to the preparation and approval of a formal contract;" but no other contract was ever made. *Held*, that the agreement was only preliminary, and the defendant was not bound to specific performance.—*Winn* v. *Bull*, 7 Ch. D. 29.

See Company, 2; Frauds, Statute of, 1; Specific Performance, 1 2; Vendor and Purchaser.

Legacy.—See Bequest; Wills, 7.

Letters.—See Attorney and Client, 3; Jurisdiction, 3.