

DIGEST OF ENGLISH LAW REPORTS.

HUSBAND AND WIFE.

The statute 33-34 Vict. ch. 93, enacts that a husband shall not be liable for the debts of his wife contracted before marriage, but "any property belonging to the wife for her separate use shall be liable to satisfy such debts as if she had continued unmarried." An annuity was devised to a woman without power of anticipation. After her marriage, but on the same day, judgment was entered against her for a certain sum. *Held*, that the debt must be paid out of the annuity.—*Sanger v. Sanger*, L. R. 11 Eq. 470.

HIGHWAY.—*See* DEDICATION.

ILLEGITIMATE CHILDREN.

1. Testator gave a share of his property in trust for his niece B. and her husband, "and for the child if only one, or all the children if more than one," of his niece B. And a second share upon such trusts in favor of his niece C. and her husband, and her child or children, as should correspond with the trust for B. There were codicils to the will not affecting the gift. At the date of the will C. was fifty years of age, and fifty-seven at the date of the last codicil. C. had but one child, who was illegitimate. *Held*, that the illegitimate child could not take under the will.—*Paul v. Children*, L. R. 12 Eq. 16.

2. Testator's daughter had married the husband of her deceased sister. Testator devised "to my son-in-law J. C.," and "to my daughter M., wife of said J. C.," and also "to the children or child of my said daughter, M. C." Testator's daughter had two children by J. C., living at date of the will. *Held*, that the daughter's children by J. C. took, although illegitimate.—*Crook v. Hill*, L. R. 6 Ch. 311.

3. On a question of the legitimacy of A., his declarations were offered in evidence; and, *contra*, evidence was offered on the *voir dire* to show A. was illegitimate, and exclude his declarations. At that stage of the proof A. was *prima facie* legitimate. *Held*, that the declarations should be admitted.—*Hitchins v. Eardley*, L. R. 2 P. & D. 248.

See DOMICILE.

ILLNESS.—*See* CONTRACT, 1.

IMPLIED CONDITION.—*See* CONTRACT, 1.

INDICTMENT.

An agent, being bound to pay over weekly the sums he collected, was indicted for embezzlement of a sum due at the end of a week, but composed of several smaller sums collected during the week. *Held*, that there might be separate indictments for each of the smaller

sums, or for their gross amount.—*Reg. v. Balls*, L. R. 1 C. C. 328.

INFANT.—*See* CRIMINAL LAW, 1.

INFORMATION.

On a statute running, "If any person shall," &c., "such person shall" pay a certain sum. *Held*, that an information against two jointly, with subsequent separate convictions, was proper.—*Reg. v. Littlechild*, L. R. 6 Q. B. 293.

See LIBEL.

INFRINGEMENT.—*See* PATENT, 4.

INJUNCTION.—*See* SPECIFIC PERFORMANCE; TRADE-MARK.

INSPECTION OF DOCUMENTS.

Action on a policy of life insurance; defence, fraudulent concealment and misrepresentation in obtaining it. The plaintiff having shewn that the insurers had charged a special premium, after considering his proposals and reports of his private friends to whom the insurers were referred as to his health and habits, and of a medical man who examined him on behalf of the insurers, the court allowed him to inspect those reports, although the forms on which they were written stated that the insurers would regard the answers as strictly private and confidential.—*Mahony v. Widows' Life Assurance Fund*, L. R. 6 C. P. 252.

INSURANCE.—*See* INSPECTION OF DOCUMENTS.

INTENTION.—*See* POWER.

INVOICE.—*See* BILL OF LADING, 2.

JOINT-TENANCY.—*See* PERPETUITY, 2; TENANCY IN COMMON.

JUDGMENT.—*See* BANKRUPTCY, 1; DECREE.

JURISDICTION.

Plaintiff, in a petition for separation from his wife, was resident in England, and made affidavit that he had no intent to return to his domicile of origin. The court believing the intention to make his domicile in England was not *bona fide*, *held*, that it had no jurisdiction.—*Manning v. Manning*, L. R. 2 P. & D. 223.

JURY.—*See* NEGLIGENCE, 1.

LANDLORD AND TENANT.

The plaintiff hired the ground floor of defendant's warehouse, the defendant occupying the upper story, and a rat gnawed a hole through a gutter in the upper story, letting the rain leak into the house and injure plaintiff's goods. *Held*, that the defendant was not liable.—*Carstairs v. Taylor*, L. R. 6 Ex. 217; *See* 7 L. C. G. N. S. 131.

See EJECTMENT; FORFEITURE.

LARCENY.—*See* CRIMINAL LAW, 2; INDICTMENT.

LEASE.—*See* LANDLORD AND TENANT; TAX.

LEGACY.

1. A testator bequeathed to a nephew and