

DIGEST OF ENGLISH LAW REPORTS.

seized on her return to Nassau. *Held*, that there was a sitting out or arming, within the meaning of the act; and that the vessel was employed in the service of insurgents, who formed part of the province or people of Cuba. —*The Salvador*, L. R. 3 P. C. 218.

FORFEITURE.—*See* LANDLORD AND TENANT.

FRAUD.—*See* BANKRUPTCY, 1; COMPANY, 1.

FRAUDULENT CONVEYANCE.

1. A. made a voluntary settlement of certain property, after which he had not the means to pay his debts. *Held*, that the settlement could be set aside at the suit of a subsequent creditor; because, although there was no actual intent to defraud or delay creditors, that was its necessary effect.—*Freeman v. Pope*, L. R. 5 Ch. 633; s. c. L. R. 9 Eq. 206; 4 Am. Law Rev. 707.

2. A trader conveyed all his property to secure the payment of a debt of £450, and a further advance of £300. Seventeen months afterwards he became bankrupt. *Held*, that the conveyance was not fraudulent under the 13 Eliz. cap. 5, nor impeachable under the Bankrupt laws.—*Allen v. Bonnett*, L. R. 5 Ch. 577.

GIFT.—*See* WILL, 3.

HUSBAND AND WIFE.—*See* VENDOR AND PURCHASER, 1.

ILLEGITIMATE CHILDREN.—*See* WILL, 1.

IMPLIED CONTRACT.—*See* NEGLIGENCE, 7.

INDORSEMENT.—*See* BILLS AND NOTES.

INJUNCTION.—*See* RAILWAY.

INSANITY.—*See* TESTAMENTARY CAPACITY.

INSURANCE.—*See* SECURITY.

INTENT.—*See* BILLS AND NOTES; BURDEN OF PROOF; FRAUDULENT CONVEYANCE, 1.

INTEREST.—*See* PARTNERSHIP.

LANDLORD AND TENANT.

The plaintiff, in 1860, leased to T. and P. for fourteen years, and the lease contained a covenant "that the lessees shall not nor will underlet or assign or otherwise part with the possession of the premises," without the written consent of the lessor; with a clause of re-entry if the lessees should fail in the observance or performance of any of their covenants. In 1865 the plaintiff wrote a letter to W. saying, "I consent for you to take the two estates that T. and P. have been renting of me, on the same conditions and in accordance with their lease. This will be an authority for them to transfer the lease to you on paying £75, being three-quarters' rent due this day. P.S. It will be necessary for you to write accepting these terms." W. accepted the terms, and entered into possession without any assignment of the

term; he continued in possession two years, when by consent of the plaintiff he assigned his interest in the lease to trustees for his creditors, who sold the term to the defendant. *Held*, that there was no breach of covenant by T. and P. *Quære*, whether the proviso for re-entry applied to the breach of a negative covenant. (Exch. Ch.).—*West v. Dobb*, L. R. 5 Q. B. 460; s. c. L. R. 4 Q. B. 634; 4 Am. Law Rev. 203.

See EASEMENT.

LEASE.—*See* LANDLORD AND TENANT.

MARRIED WOMEN.—*See* WIFE'S SEPARATE ESTATE.

MASTER.—*See* BOTTOMRY.

MASTER AND SERVANT.

H. was foreman, porter and superintendent of the defendants' station yard; he gave the plaintiff into custody on a charge of stealing the company's timber; the plaintiff was brought before a magistrate and discharged; he was then in the employ of the defendants, but was soon after discharged. *Held*, that H. had no implied authority to give a person into custody, and there was no evidence of a ratification of his act by the defendants.—*Edwards v. London and North Western Railway Co.*, L. R. 5 C. P. 445.

MISREPRESENTATION.—*See* COMPANY, 1.

MORTGAGE.—*See* PRIORITY.

NEGLIGENCE.

1. The plaintiff was passing along the highway under a railway bridge of the defendants, when a brick fell and injured him. A train had passed just previously. The brick fell from the top of a perpendicular brick wall, upon which the bridge rested on one side. *Held*, that this was *prima facie* evidence of negligence on the part of the defendants. (Hannan, J., dissenting).—*Kearney v. London, Brighton and South Coast Railway Co.*, L. R. 5 Q. B. 411.

2. The defendant was part owner of a steamer, which ran from M. to L. Passengers went on board a bulk in the harbour at M., where they obtained their tickets, and upon the steamer's coming up, descended by a ladder to the maindeck, from which they got on board the steamer. The bulk did not belong to the owners of the steamer, but was used by them by agreement with the owner, for the purpose of embarking passengers. The plaintiff, in descending the ladder, fell down a hatchway, close to its foot, which had been negligently left open. *Held*, that the defendant was liable, on the ground that the defendant had held this out as a place for passengers to embark, and