

DIGEST OF ENGLISH LAW REPORTS.

ever, which during the term should be taxed, assessed or imposed on the tenant or landlord, in respect of the premises demised." The parish vestry, having paved the street on which the premises abutted, assessed the sum payable by the owner as his proportion of the estimated expenses thereof, gave the occupier a notice, under the 25 & 26 Vic. cap. 102, sec. 96, requiring him to pay it, and, on his failure to do so, took proceedings against the owner, and compelled him to pay. *Held*, that the owner could recover from the tenant the amount paid.—*Thompson v. Lapworth*, Law Rep. 3 C. P. 149.

LARCENY.—*See* CRIMINAL LAW.

LEGACY.—*See* WILL.

LETTER OF CREDIT.—*See* CONTRACT, 1.

LEX LOCI.—*See* CONFLICT OF LAWS.

LIQUIDATED DAMAGES.—*See* VENDOR AND PURCHASER OF REAL ESTATE, 2.

MALICIOUS WOUNDING.

A prisoner may be convicted under a statute punishing the malicious "wounding" of cattle, though the wound was inflicted by the prisoner's hands, without any instrument.—*The Queen v. Bullock*, Law Rep. 1 C. C. 115.

MARRIED WOMAN.—*See* HUSBAND AND WIFE.

MISTAKE.

A renewed bill of exchange was drawn out, with a blank for the drawer's name, by an agent of the plaintiff, who, by mistake, inserted, above the place where the drawer's name was afterwards inserted, the name of the plaintiff; the signatures of the drawer and acceptor were afterwards added, and the bill indorsed to the plaintiff; the plaintiff sued the drawer at law, and, on the defendant pleading that the plaintiff's name appeared as drawer on the bill, the plaintiff filed a bill in equity for rectification. A demurrer to this was overruled, (1) on the ground that evidence to prove the real contract was not admissible at law, and (2) on the ground of the established jurisdiction of equity to correct mistakes.—*Druiff v. Lord Parker*, Law Rep. 5 Eq. 131.

See WILL, 1.

MORTGAGE.—*See* PAROL EVIDENCE; SHIP, 2; SPECIALTY DEBT.

NECESSARIES.

1. The legal expenses of a deserted wife, (1) preliminary and incidental to a suit for restitution of conjugal rights; (2) in obtaining counsel's opinion on the effect of an ante-nuptial agreement for a settlement; (3) in obtaining advice as to the proper mode (a) of dealing with tradesmen who were pressing her to pay

for necessities supplied to her since she was deserted, and (b) of preventing a threatened distress on her husband's furniture in the house she occupied, are necessities for which she can pledge her husband's credit.—*Wilson v. Ford*, Law Rep. 3 Ex. 63.

2. The plaintiff sold to the defendant, a minor, a pair of jewelled solitaires, which might be used as sleeve buttons, worth £25, and an antique silver goblet, worth £15, which last the plaintiff knew the defendant intended for a present. The defendant was the younger son of a deceased baronet, with no establishment of his own, and an allowance of £500 a year. In an action for the price of these articles, the question whether they were necessities was left to the jury, who found that they were. *Held* (by Kelly, C.B., and Channell and Pigott, BB.), that the question was rightly left to the jury, but that the finding as to the goblet was wrong, and that therefore there ought to be a new trial. Per Bramwell, B., that neither article was a necessary, and that both findings were wrong.

At the trial, the defendant offered evidence, that, when he bought the solitaires, he was already sufficiently provided with similar articles; but he did not offer to show that the plaintiff knew the fact. *Held*, that the evidence was properly rejected.—*Ryder v. Wombwell*, Law Rep. 3 Ex. 90.

3. Unless special circumstances are shown, tobacco is not a necessary to any infant.—*Bryant v. Richardson*, Law Rep. 3 Ex. 93, note.

NOTICE.—*See* PRIORITY; SALE.

NUISANCE.—*See* INJUNCTION, 3.

PAROL EVIDENCE.

The plaintiff mortgaged goods to the defendant, to secure the payment of £62 by instalments of £5 on Monday, May 22, and on each succeeding Monday till the whole was paid. The mortgage deed provided, that, if the mortgagor should make default in payment of the said £62, or any part thereof, when and as the same should become due and payable, the mortgagees might take possession of the goods and sell them. In an action against the defendant to recover the value of the goods which he had taken and sold for an alleged default in payment, the plaintiff offered parol evidence to show, that, the previous instalments having been paid, on Monday, August 28, the plaintiff asked the defendant to wait payment till Sept. 11, when she would pay £6; the defendant assented, and, on September 11, the plaintiff tendered the money, but the defendant had previously taken the goods. *Held*, that the parol