

DIGEST OF ENGLISH LAW REPORTS.

guilty of adultery, cruelty or desertion. In determining the proportion to be settled, the court is bound by no fixed rule, but will exercise a judicial discretion, according to circumstances. The court refused to interfere with the husband's right to the fund in default of children, in case of his surviving his wife.—*In re Suggitt's Trusts*, Law Rep. 3 Ch. 215.

2. A woman, entitled to a fund in court, applied for a loan on the security of the fund. Before the transaction was completed, she married, and the money was advanced to her and her husband, who both joined in mortgaging the fund. The fund was then carried over to the joint account of husband and wife, and a stop put on it in favor of the mortgagee. In June, 1867, the wife obtained a decree *nisi*, for dissolution of the marriage, which became absolute in January, 1868. In the interval, the mortgagee presented a petition, on which an order was made by a vice-chancellor for payment of his debt out of the fund. *Held*, (1) that the mortgage did not bind the wife's right by survivorship, and that her pre-nuptial negotiation made no difference; (2) that the carrying over the fund to the account of husband and wife was not a reduction into possession by the husband; (3) that, on the decree for dissolution becoming absolute, it took effect from the date of the decree *nisi*, and so the order on the petition was of no avail to reduce the fund into possession.—*Prole v. Soady*, Law Rep. 3 Ch. 220.

See BANKRUPTCY, 1; NECESSARIES, 1.

INCOME.—See TENANT FOR LIFE AND REMAINDER-MAN.

INFANT.—See NECESSARIES, 2, 3.

INJUNCTION.

1. Proceedings in one suit in equity may be restrained by an injunction obtained in another suit.

If there are two claimants to a fund, and one files a bill against the holder of the fund without making the other a party, the holder of the fund may file an interpleader bill, and restrain the proceedings in the former suit.—*Prudential Assurance Co. v. Thomas*, Law Rep. 3 Ch. 74.

2. A local board of health withdrew its opposition to a railway bill on the insertion in the act of a clause that no bridge carrying a road over the railway in their district should have an approach with a slope of more than 1 in 30. To make such a slope required an encroachment on the land of a person who obtained an injunction to prevent such encroachment, and the company thereupon made the approach with a slope of 1 in 20. *Held*,

that, to an information by the Attorney-General, it was no answer, that a slope of 1 in 30 could not be made without stopping the road, and a mandatory injunction was granted.—*Attorney-General v. Mid-Kent Railway Co.*, Law Rep. 3 Ch. 100.

3. The plaintiff, a maker of cocoa-nut matting, using chloride of tin in bleaching, complained that his fabrics were injured by reason of the chloride of tin being discolored by sulphuretted hydrogen thrown off from the adjoining factory of the defendant. The evidence showed that, owing to the defendant's precautions, on three occasions only had an appreciable escape taken place, and then only from accidental defects, which were immediately remedied. An injunction was refused, without prejudice to an action at law.—*Cooke v. Forbes*, Law Rep. 5 Eq. 166.

See ADMINISTRATION, 3.

INSURANCE.

A policy of fire insurance provided that the insurers would not be liable for loss or damage by explosion, "except for such loss or damage as shall arise from explosion by gas." In the insured premises, which were used for the business of extracting oil, an inflammable and explosive vapor, evolved in the process, escaped and caught fire, setting fire to other things. It afterwards exploded, and caused a further fire, besides doing damage by the explosion. *Held*, (1) that "gas," in the policy, meant ordinary illuminating gas; (2) that the exemption of liability for loss by explosion was not limited to cases where the fire was originated by the explosion, but included cases where the explosion occurred during a fire, and that the insurers were not liable either for the damage from the explosion, nor from that from the further fire caused by the explosion.—*Stanley v. Western Insurance Co.*, Law Rep. 3 Ex. 71.

INTERPLEADER.—See INJUNCTION, 1.

JOINT TENANCY.—See EXECUTORY TRUST.

JURISDICTION.—See ADMIRALTY; EQUITY.

LANDLORD AND TENANT.

1. By a statute, the occupier of premises may deduct out of the rent due in respect of the premises the money which he pays to the vestry for works done by them under the statute. *Held*, that the money could not be deducted unless actually paid; and therefore that a distress for rent which became due after service of a notice from the vestry, made before payment to the vestry, was not illegal.—*Ryan v. Thompson*, Law Rep. 3 C. P. 144.

2. The lessee of premises covenanted to pay "all taxes, rates, duties and assessments what-