died. E's solicitor knew of this at the time of the signing, but said nothing about it, and repeated the statement as to E's poverty and his unfriendly relations with his father. G's solicitor knew nothing of the father's death. G., thereupon, applied to have the original degree enforced, setting up the foregoing, and averring that as he "was informed and believed," the father had died intestate, in which case E. would be entitled to property more than enough to satisfy the decree. MALINS, V. C., ordered the decree to be enforced. *Held*, that, in such a proceeding, evidence on information and belief should not have been admitted; but if the court below had admitted it, the defendant should not be allowed to object to it on appeal. The proper course was a separate action, to try the validity of the compromise, but the order of MALINS, V. C., being right in substance, it was affirmed.—*Gilbert* v. *Endean*, 9 Ch. D. 259. See DOMICILES; FELONY; NEGLIGENCE, 2.

FELONY.

A clerk of a bank absconded, March 16, and on looking over his accounts, it was thought he was a defaulter to the extent of £100, or thereabouts. Subsequently, on March 24, he wrote the bank, confessing to have taken about £8,000. Orders for his arrest were given March 26, and, two days later, a warrant was issued, and committed to a detective, on the exertions of the bank. The detective found the culprit had left England. On March 19 and 22, the relatives of the clerk had interviews with the bankers, and one partner said, "My advice is, that he should get out of the country to America or elsewhere;" and again, on the suggestion of the wife, that the clerk return and throw himself on the mercy of the bank, the partner said, "No, if he did that, we should be obliged to prosecute him; if he were abroad, I don't suppose we should trouble further for him." After that, one of the relatives met the culprit in England, and since then he could not be found. On bankruptcy proceedings against the estate of the culprit, the bank was not allowed to prove its claim of £8,000, on the ground that it had compounded the felony. *Held*, by BACON, C. J., that the claim could be proven.—*Ex parte Turquand. In re Shepherd*, 9 Ch. D. 704.

FEUDAL TENURE.

In Lower Canada, where the Crown took lands held in feudal tenure according to the law of France, all the feudal rights of the *seigneur* were extinguished, except a right of indemnity, amounting, until 1667, in the case of lands held by *roturires*, to one-fifth the value.—*Les Sœurs Dames Hospitalières de St. Joseph de L'Hôtel Dieu de Montreal* v. *Middlemiss*, 3 App. Cas. 1102.

FIXTURES.

Testator gave his wife all his "household furniture," &c., "within my dwelling-house at the time of my decease." He lived in a leasehold house, containing tenant's fixtures, as gas-brackets, &c., put up by himself as tenant. *Held*, that these could not pass.—*Finney* v. *Grice*, 10 Ch. D. 13.

FRAUDS, STATUTE OF,—See MORTGAGE, 4.

FRAUDULENT CONVEYANCE.

K., the insolvent, assigned all his property to trustees, by a deed purporting to be by K. of the first part, the trustees of the second part, and the assenting creditors of the third part. The trustees were to carry on K.'s business, and pay all costs and charges and preferred claims, and make a dividend to all the creditors who gave notice. If a dividend, so assigned to a creditor, was not called for within a certain time, the trustees were to pay it over to K. Proof of debts, to the satisfaction of the trustees, was required. The assenting creditors were to indemnity the trustees for all loss or damage to which they should become liable. Subsequently, the defendants, who were not parties to the above arrangement, got a judgment against K., and levied on a writ of *fi. fi.* on property in the hands of the above trustees. The debtor had procured the above arrangement by assignment, fearing attachments by the defendants, among other creditors. *Held*, that the transaction was fraudulent and void, under 13 Eliz. c. 5., and the defendants' levy was good.—*Spencer* v. *Slater*, 4 Q. B. D. 13.

FRAUDULENT PREFERENCE.—See COMPANY, 4.

GUARANTY.—See COMPANY, 4.

HUSBAND AND WIFE.

By the Divorce Acts (20 and 21 Vict. c. 85, and 21 and 22 Vict. c. 108), a husband is liable for certain statutable costs of his wife, when suing for a divorce. *Held*, that a wife's solicitor might sue him also at common law for extra necessary costs, as for necessaries.—*Ottaway* v. *Hamilton*, 3 Q. B. D. 393.

See PLEADING AND PRACTICE; TRUST, 2.

INFANCY.

By the Infants' Relief Act, 1874 (37 and 38 Vict. c. 62, §2), it is provided, that "no action shall be brought whereby to charge any person upon . . . any ratification, made after full age, of any promise or contract made during infancy. Defendant, on October 14, 1876, while an infant, formally offered to marry the plaintiff, and was accepted. March 8, 1877, he came of age, and the relations of the parties continued the same, as shown by affectionate letters between the two. No new promise was otherwise shown, and September 24, 1877, he broke the engagement. *Held*, that no action could be maintained.—*Coxhead* v. *Mullis*, 3 C. P. D. 439.

INJUNCTION.

1. Where the court was of opinion that the defendant was attempting to represent to the public that he was carrying on the business of which the plaintiff was proprietor, *held*, that the fact, that plaintiff had known the facts for three years before beginning suit, was no bar to his right to an injunction. It is a matter governed by the Statute of Limitations only.—*Fullwood* v. *Fullwood*, 9 Ch. D. 176.