

## DIGEST OF ENGLISH LAW REPORTS.

of steadying them when in use, and which can be removed without injury to the freehold, pass to the mortgagee under a previous equitable mortgage.—*Longbottom v. Berry*, L. R. 5 Q. B. 123.

See MORTGAGE, 1.

## FORFEITURE.

A clause of forfeiture of an annuity, on bankruptcy or alienation, does not operate when the bankruptcy is annulled before the first payment becomes due.—*Trappes v. Meredith*, L. R. 9 Eq. 229.

FORGERY.—See BILLS AND NOTES, 2.

FRANCHISE.—See FISHERY.

FRAUD.—See COMPANY, 2, 4; INJUNCTION; POWER, 4, 5.

## FRAUDULENT CONVEYANCE.

A. made a voluntary assignment of a policy on his own life, without any intent to defraud creditors. In the event, however, prior creditors were delayed in getting paid. Then a subsequent creditor sued to set the conveyance aside. *Held*, on authority (3 De G. J. & Sm 293; 3 Drew. 419), rather than on reason, that he could, under St. 13 Eliz. c. 5.—*Freeman v. Pope*, L. R. 9 Eq. 206.

FREIGHT.—See INSURANCE, 1, 2.

FRIENDLY SOCIETY.—See EMBEZZLEMENT.

## GENERAL AVERAGE.

A ship, while still in port, was driven ashore, and in order to get her off the cargo was unshipped, landed, and warehoused, under the superintendence and control of the ship-owner's agents. After one unsuccessful attempt, the vessel was floated, and was taken into port and repaired. The cargo was then reshipped and the voyage completed. *Held*, that the owners of the cargo were not bound to contribute to the expenses of getting the vessel off, as general average. (Exch. Ch.)—*Walthew v. Maurojani*, L. R. 5 Ex. 116.

GIFT.—See VOLUNTARY CONVEYANCE.

## GUARANTY.

A., being liable to B. on an existing guaranty for £2,200 and for £1,500 on two bills, signed this agreement: "Whereas C. is . . . indebted to you in the sum of £2,205, &c., . . . I do, . . . in consideration of your forbearing to take immediate steps for the recovery of the said sum, guarantee the payment of, and agree to become responsible for, any sum of money for the time being due from the said C. to you, whether in addition to the said sum of £2,205 or no." Former guaranties used the words "amount for the time being due," to signify indefinite sums to become due thereafter. *Held*, that this guaranty was un-

limited in time and amount.—*Coles v. Pack*, L. R. 5 C. P. 65.

See NOVATION, 3.

HIGHWAY.—See WAY.

## HUSBAND AND WIFE.

1. Money advanced for, and applied to, the support of a married woman who has been deserted and left without support by her husband, may be recovered of him in equity.—*Deare v. Soultten*, L. R. 9 Eq. 151.

2. B., the wife of A., a lunatic, ordered necessary repairs for a house in which B. lived, and which A. had covenanted in his lease to keep in repair. B. received out of A.'s income and other sources money sufficient for all purposes, including repairs. *Held*, that A. was not liable for them.—*Richardson v. Du Bois*, L. R. 5 Q. B. 51.

3. When a married woman, living separate from her husband, contracts a debt which she can only satisfy out of her separate estate, that estate will be liable for it in equity.—*Picard v. Hine*, L. R. 5 Ch. 274.

4. A., a married woman, who was entitled to the income of property held on trust for her separate use, without power of anticipation, joined with her husband in a power of attorney to B. to receive and sue for any moneys due to them or either of them. B. demanded payment of A.'s separate income from the trustee, and, being refused, began a useless administration suit in A.'s name, acting as next friend, without consulting A. *Held*, that the power was a nullity, the suit unauthorized, and that B. should pay all the costs.—*Kenrick v. Wood*, L. R. 9 Eq. 333.

5. The court has jurisdiction to sanction, on behalf of a married woman, a compromise of a suit to make a trustee liable for a breach of trust in relation to a fund in which the married woman has a reversionary interest.

Upon a petition to that effect, the married woman should appear separately from her husband.—*Wall v. Rogers*, L. R. 9 Eq. 58.

See COSTS, 4; CRUELTY; DESERTION; EQUITY PLEADING AND PRACTICE; WILL, 7.

ILLEGAL CONTRACT.—See RESTRAINT OF TRADE.

## INDICTMENT.

An indictment charged A. with having made a false declaration before a justice that he had lost a pawnbroker's ticket, whereas he had not lost the said ticket, but "had sold, lent or deposited it" with one C., as A. well knew. *Held*, that the indictment was not bad for uncertainty, as the words quoted were surplusage.—*McQueen v. Parker*, L. R. 1 C. C. 225.