

## DIGEST OF ENGLISH LAW REPORTS.

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FOR NOVEMBER AND DECEMBER, 1868, AND JANUARY, FEBRUARY, MARCH, AND APRIL, 1869.

## ACTION.

The plaintiff, in common with other inhabitants of a district, enjoyed a customary right to have water from a certain spout. The defendant, being the owner of the land through which came the stream supplying the spout, on various occasions prevented sufficient water reaching the spout to supply the inhabitants. The plaintiff, however, had never suffered any actual inconvenience. *Held*, nevertheless, that the plaintiff could maintain an action for diverting the water, on the ground that the defendant's acts might furnish evidence in derogation of his rights. *Harrop v. Hirst*, Law Rep. 4 Ex. 43.

See BILL OF LADING; MONEY HAD AND RECEIVED.

ADMINISTRATION—See CONFLICT OF LAWS; EXECUTOR AND ADMINISTRATOR, 2; NULLITY OF MARRIAGE; PRINCIPAL AND SURETY, 1; TRUST, 1; WILL, 5.

ADULTERY—See DIVORCE, 2-4; INJUNCTION, 5.

ADVANCEMENT—See HUSBAND AND WIFE, 4.

AGENT—See PRINCIPAL AND AGENT.

AGREEMENT—See CONTRACT.

ALIEN—See COPYRIGHT, 1.

## ALIMONY.

1. Alimony *pendente lite* was allotted on the average annual earnings of a husband, a master mariner, though at the time of his answering the petition for alimony he was temporarily out of employment.—*Thompson v. Thompson*, Law Rep. 1 P. & D. 553.

2. Where husband and wife have been living apart for many years, and the wife has supported herself, and is still able to do so, alimony *pendente lite* will not be allowed.—*Burrows v. Burrows*, Law Rep. 1 P. & D. 554; *George v. George*, *Id.*

See DIVORCE, 3.

ANCIENT LIGHT—See LIGHT.

APPEAL—See COSTS; INJUNCTION, 6.

APPORTIONMENT—See MORTMAIN; TENANT FOR LIFE AND REMAINDER MAN.

APPRENTICE—See MASTER AND SERVANT.

APPROPRIATION—See BANKRUPTCY, 4, 6.

ARBITRATOR—See AWARD.

## ARREST.

A person accused of crime, who attends under his recognizances at the hearing of the charge against himself, is privileged from arrest on civil process during his return home, after having been remanded on bail.—*Gilpin v. Cohen*, Law Rep. 4 Ex. 131.

## ASSIGNMENT.

A builder assigned to T. £200 of what should be coming to him under a contract with A. The contract provided that if the building was not finished on a certain day, A. might employ another builder to complete it. When the assignment was made, the time for completion had expired. Soon after the builder conveyed his property to a trustee for the benefit of his creditors, and the trustee completed the building with his own money, and was repaid by A. Allowing this repayment as proper, nothing remained due on the contract. T. then filed his bill against A. to enforce payment of the £200. *Held*, that the payment by A. to the trustee was proper, and that the bill should be dismissed.—*Tooth v. Hallett*, Law Rep. 4 Ch. 242.

See CONVERSION; COVENANT, 3; MORTGAGE, 1; PARTNERSHIP, 2.

## ATTORNEY.

1. The plaintiff recovered a verdict for 25*l.* against the defendant. The plaintiff's attorney informed the defendant's attorney that he had a lien for costs to a large amount on the damages recovered by the plaintiff. Subsequently, a rule *nisi* for a new trial was granted on the ground that the verdict was against evidence. The plaintiff and defendant, without the knowledge of their attorneys, settled the action, the defendant paying 10*l.* to the plaintiff, who was very poor, in discharge of all claims for damages and costs. *Held*, that the plaintiff's attorney was not entitled to compel the defendant to pay his costs, as the result of the proceedings was doubtful at the time of the settlement, and there was, therefore, no existing fund on which the lien for costs had attached, and as the settlement was not shown to be fraudulent.—*Ex parte Morrison*, Law Rep. 4 Q. B. 153.

2. Where a solicitor is not the general agent of his client, so as to be able to receive the client's money at all times without his knowledge, but has only received money for him in respect of separate transactions, and his client was aware of these at the time, and knew what was to be received, the solicitor is entitled to have his bill for costs paid, though he has not kept accounts of all the money received.—*In re Lee*, Law Rep. 4 Ch. 43.