

ENGLISH LAW REPORTS.

payments had been all made, the piano was to become the property of B. But if he failed to pay a monthly instalment, or if B. became bankrupt, or insolvent, or died within the three years, H. should have the right to take the property at once, without paying any thing on account of what had been paid. December 11, 1877, B. filed a petition in bankruptcy, and H. removed the piano; but it was claimed by the trustee. There was no special mark on the piano indicating that it was B.'s. There was conclusive evidence of the existence of a custom to let pianos in this manner. *Held*, on the strength of the custom, that the piano was the property of H., and the trustee had no claim to it.—*In re Blanshard. Ex parte Hattersley*, 8 Ch. 601.

DEBT.—See ASSIGNMENT, 2.

DELAY.—See BILLS AND NOTES.

DEMURRAGE.—See CHARTER-PARTY, 2.

DEVIATION.—See INSURANCE, 1.

DEVISE.

P. devised freehold in D. upon trust, and bequeathed £3,000 to his trustees to purchase land in D. for the same trust. In a codicil, he revoked the devise of the freeholds, without more. *Held*, that the bequest of £3,000 for the purpose named was not affected by the codicil.—*Bridges v. Strachen*, 8 Ch. D. 558.

See WILL, 1, 7.

DIRECTOR.—See COMPANY, 1, 2, 3.

DISCRETION.—See TRUST, 3.

DIVISIBILITY.—See FRAUD.

DIVORCE.—See JURISDICTION.

DOMESTIC RELATIONS.—See HUSBAND AND WIFE.

EQUITABLE ESTATE.—See WILL, 1, 7.

ESTOPPEL.—See BILLS AND NOTES, 1.

EVIDENCE.—See COMPANY, 2; LIMITATIONS, STATUTE OF, 2.

EXCHANGE, BILLS OF.—See BILLS AND NOTES.

EXECUTOR.—See WILL, 4.

EXECUTORY GIFT.—See WILL, 7.

EXTRINSIC EVIDENCE.—See WILL, 5.

FALSA DEMONSTRATIO.—See WILL, 5.

FEE.—See WILL, 7.

FRAUD.

* Contracts which may be impeached on the ground of fraud are void, but not voidable only at the option of the party who is or may be injured by the fraud, subject to the condition

that the other party, if the contract be disaffirmed, can be remitted to his former state. Otherwise resort must be had to an action for damages. Divisability of a contract for dissolution of partnership considered.—*Urquhart v. Macpherson*, 3 App. Cas. 831.

See CONTRACT, 2.

GAMING DEBT.—See CONSIDERATION; STATUTE.

GENERAL AVERAGE.—See INSURANCE, 2.

HIGHWAY.—See NEGLIGENCE.

HUSBAND AND WIFE.

1. The defendant and his wife separated by mutual consent, and agreed upon the sum which the wife should receive so long as the children taken by her were under twenty-one. She found the sum insufficient to support herself and them, and pledged the husband's credit for necessities. *Held*, that the husband was not bound.—*Eastland v. Burchell*, 3 Q. B. D. 432.

2. A wilful wrongful refusal of marital intercourse on the part of the wife is not in itself sufficient ground for a declaration of nullity. The Court proceeds on the ground of impotence, and if after a reasonable time the wife still resists all intercourse, the Court will infer that impotence is the cause, and, if satisfied of *bona fides*, will decree nullity of the marriage.—*S. v. A.*, otherwise *S.*, 3 P. D. 72.

3. In a suit by the wife for restitution of conjugal rights, a compromise was agreed to. The petitioner then refused to sign the memorandum of the compromise, and had the suit set down for hearing. *Held*, that she must be held to the agreement which she had made.—*Stanes v. Stanes*, 3 P. D. 42.

See JURISDICTION.

IMPOTENCE. See HUSBAND AND WIFE, 2.

INDICTMENT.—See LIBEL, 3.

INDORSER.—See BILLS AND NOTES, 2.

INJUNCTION.

Injunction to restrain a lessee from tearing down old buildings, and putting up new in their place, refused on the ground that, if there was technical waste, it was meliorating waste.—*Doherty v. Allman*, 3 App. Cas. 709.

See LIBEL, 2.

INNKEEPER.

B. went to an inn as an ordinary guest in September, 1876, and in November following, a pair of horses, harness, and a waggon came to the inn as B.'s personal property, and not on