

DIGEST OF THE ENGLISH LAW REPORTS.

2. The prisoner was indicted for obtaining money from a certain person by false pretences; and also for inserting in a newspaper, with intent to defraud, a fraudulent advertisement, which constituted the false pretences in question. In the course of the trial, two hundred and eighty-one letters, directed to the address given in the advertisement, were offered in evidence. These letters had been stopped by the post-office authorities, and had never been in the prisoner's possession. No proof was offered that the letters were written by the persons from whom they purported to come. *Held*, that the letters were admissible in evidence.—*The Queen v. Cooper*, 1 Q. B. D. 19.

See CHECK; DEED; PRINCIPAL AND AGENT. EXECUTORS AND ADMINISTRATORS.—See SET-OFF, 2.

FEES.—See COSTS.

FIXTURES.

The lessee of a public-house borrowed money from M. for the purpose of carrying on his business, and as security for repayment executed a deed-poll, whereby he acknowledged the deposit of the lease as security for the loan and any sums paid "for insuring the premises, fixtures, and fittings therein against damage by fire;" and he agreed to execute on demand a legal mortgage of the premises. Subsequently the lessee delivered to J. a bill of sale, whereby, in consideration of a loan, he assigned to J. all the goods, chattels, property, and effects in and about the premises; and J. was given power to enter and sell. After this the lessee executed a mortgage to M. of the public-house and all the premises demised by the lease, with their appurtenances, together with the lease, according to the agreement in said deed-poll. In this mortgage, no mention was made of fixtures. The fixtures in the house consisted partly of what had been there before the date of the deed-poll, and partly of those which had been added subsequently. J. entered and took possession of the fittings and fixtures, and M. brought a bill in equity to restrain J. from selling. The Bill of Sales Act provides that a bill of sale must be registered, otherwise such bill of sale shall, as against assignees of the effects of the person whose goods are comprised in such bill of sale under the laws relating to bankruptcy, or under any assignment for the benefit of creditors, and as against sheriff's officers, be null and void. Fixtures under the interpretation clause are to be personal chattels. *Held*, that the above provisions of the Bill of Sales Act defining fixtures related only to the cases previously mentioned in the Act, and that said fittings and fixtures passed under the mortgage to M. who was entitled to hold them, against J.—*Meux v. Jacobs*, L. R. 7 H. L. 481.

FOOD.—See NUISANCE, 2.

FRAUD.—See CONTRACT, 1, 5.

FRAUDS, STATUTE OF.

The plaintiff contracted verbally with the defendant to sell him twenty-two trees, then

growing on the plaintiff's land, for £26, "the trees to be got away as soon as possible." The defendant had entered and cut six trees, and had agreed to sell the tops and stumps to a third person, when the plaintiff countermanded his sale. The defendant, nevertheless, cut down the remainder of the trees, and removed the whole; and the plaintiff brought an action for trespass, trover, and injury to his reversion. *Held*, that the sale was not of an interest in land within the fourth section of the Statute of Frauds; and that there was a sufficient receipt of said six trees to satisfy the seventeenth section of the statute.—*Marshall v. Green*, 1 C. P. D. 35.

FRAUDULENT PREFERENCE.—See BANKRUPTCY, 1, 2.

HUSBAND AND WIFE.—See SETTLEMENT, 2, 5.

ILLEGITIMATE CHILDREN.

A testator, who had married the day before the date of his will, gave his wife power to dispose by will of his property amongst their children; and in default of such disposal, the testator gave his property equally between his children by his said wife. At the date of the will the testator had two illegitimate children by his said wife. *Held*, that, in default of disposal by the wife as aforesaid, the testator's property was undisposed of by his will.—*Dorin v. Dorin*, L. R. 7 H. L. 568; s. c. 17, Eq. 463; 9 Am. Law Rev. 92.

INJUNCTION.

1. An injunction was granted restraining the defendant from entering upon, or depositing rubbish upon the plaintiff's garden; which acts the defendant was doing in such a manner as to constitute continuing trespasses, under color of an agreement with the occupiers of certain houses which abutted on the garden, to the enjoyment and management of which the occupiers were entitled.—*Allen v. Martin*, L. R. 20 Eq. 462.

2. A. and B., owning distinct properties, brought a bill to restrain a nuisance. A. made out a case, but B. did not. It was decreed that so much of the bill as related to B. be dismissed with costs, so far as occasioned by his joining with A. in the bill; and that an injunction in favor of A. be granted.—*Umfreville v. Johnson*, L. R. 10 Ch. 580.

See ANCIENT LIGHTS; LEASE, 1; NUISANCE, 1.

INSPECTION OF DOCUMENTS.—See DOCUMENTS, INSPECTION OF.

INSURANCE.

1. A vessel was insured from "P. to Newcastle-on-Tyne, and for fifteen days whilst there after arrival." The vessel arrived at Newcastle-on-Tyne, discharged her cargo, was chartered for a new voyage and received part of a cargo, and then moved to a different part of the harbor to complete her loading, and, while there, was damaged by a storm. The stamp on the policy was sufficient to cover both a voyage and a time policy. *Held*, (by KELLY, C. B., and AMPHLETT, B.,—CLEASBY,