

DIGEST OF ENGLISH LAW REPORTS.

HUSBAND AND WIFE.

In 1864, A., a Protestant, married a Roman Catholic, promising that the children should be brought up as Roman Catholics. A son, born in 1864, was baptized by a Catholic priest, with the father's reluctant consent, and died in 1872. Of three daughters, born respectively in 1866, 1867, and 1869, the first and third were secretly baptized as Roman Catholics, without the knowledge and against the commands of the father. The second was baptized as Protestant. Subsequently, the father had the three children baptized as Roman Catholics, formally received into the Protestant church, against the mother's protest. The mother secretly brought them up in the Roman Catholic tenets, and had them go to confession once a month from their attaining eight years of age. She had them confirmed by a bishop. In 1878, instigated by their mother, they refused to go to the Protestant church with their father. On actions brought both by the husband and by the wife for directions as to the bringing up of the children, *held*, that the husband had complete authority to have them brought up in any proper manner, as he saw fit, notwithstanding his promise, and that the wife be enjoined from doing anything inconsistent therewith. The court refused to examine the children.—*In re Agar-Ellis*; *Agar-Ellis v. Lascelles*, 10 Ch. D. 49.

See JURISDICTION.

ILLEGITIMATE CHILDREN.—See WILL, 1.

INFANT.—See HUSBAND AND WIFE.

INJUNCTION.

The plaintiffs alleged that their house had been called "Ashford Lodge" for upwards of half a century, and that a house adjoining had been during nearly all that time called and known as "Ashford Villa," and that the defendant had recently bought the latter house, and had proceeded to call it "Ashford Lodge," to the material damage of the plaintiffs and the confusion of their friends. No malice was alleged. The house was the respective private residences of the plaintiffs and of the defendant. To the first belonged sixteen acres of land; to the second, nine. *Held*, that there was no ground for an injunction, and a demurrer was allowed.—*Day v. Brownrigg*, 10 Ch. D. 294.

See MORTGAGE, 1.

INSURANCE.

A charter-party entered into by the plaintiffs contained this clause: "If any portion of the cargo be delivered sea-damaged, the freight on such sea-damaged portion to be two-thirds of the above rate." The plaintiffs, who owned the ship, got a policy of insurance with this clause: "To cover only the one-third loss of freight in consequence of sea-damage as per charter-party." A portion of the cargo was sea-damaged, and the plaintiffs lost one-third the freight on that portion. The total freight on the cargo was £3,871; one-third of that amounted to £1,290, and the amount of insurance on that portion was £1,200. The one-

third freight lost equalled £293; hence, the plaintiffs claim £273 insurance; i. e. the proportion of loss which the amount insured bore to the value of one-third of the freight. The underwriters contended that the amount due was to be fixed by the proportion of the sum insured to the whole of the freight. *Held*, that the plaintiffs were entitled to their claim.—*Griffiths v. Bramley-Moore*, 4 Q. B. D. 70.

See EVIDENCE; LIEN, 1.

JUDGMENT.

There was a controversy over an alleged infringement of a patent, and it was agreed that an expert should examine the lithographic stones in controversy in use by the defendants, and judgment was entered accordingly. Afterwards the plaintiffs brought an action to have it declared that the former judgment was obtained by fraud, alleged that the defendants had fraudulently cancelled certain stones used by them from the expert, and had made certain false statements to him. *Held*, on the facts, that the fraud was not proved; and *semble* that a judgment could not be attacked on such grounds.—*Flower v. Lloyd*, 10 Ch. D. 327.

LANDLORD AND TENANT.—See MORTGAGE, 2.

LITERAL SUPPORT.—See EASEMENT.

LEASE.—See MORTGAGE, 2, 5.

LEASEHOLD.—See WILL, 5.

LEGACY.

A testator gave £2,000 to his grand-nephew, R. K., and £1,000 to each of R. K.'s brothers. R. K. was the third son, and had eight brothers. His eldest brother, Sir T. K., was residuary legatee of the testator to the extent of one-half his large property. *Held*, that Sir T. K., was nevertheless entitled to the £1,000 legacy.—*Kirkpatrick v. Bedford*, 4 App. Cas. 96.

LIBEL.

The Statute 6 and 7 Vict., c. 96, § 7, provides that, "whenever upon the trial of any indictment for the publication of a libel, under a plea of not guilty, evidence shall have been given which shall establish a presumptive case of publication against the defendant, by the act of any other person by his authority, it shall be competent to such defendant to prove that such publication was made without his authority, consent, or knowledge." The defendants, proprietors of a paper, employed an editor, to whose discretion they "left it entirely" as what should be put in; he had "general authority to conduct the business;" they never complained of the articles, nor took notice of them "one way or another." The jury found the defendants guilty, apparently on the ground that the general authority given the editor was evidence of itself that they had authorized the article complained of. *Held*, that there must be a new trial.—*The Queen v. Hilbrook*, 4 Q. B. D. 42; s. c. 3 Q. B. D. 60.

(To be continued.)