

DIGEST OF ENGLISH LAW REPORTS.

would destroy property, whether consisting of money or reputation, may be restrained in equity.

An injunction was granted against the publication of a notice stating that a merchant was a partner in a bankrupt firm.—*Dixon v. Holden*, L. R. 7 Eq. 488.

See BOND; FRAUDULENT CONVEYANCE, 3;
INTERPLEADER; LIGHT; NUISANCE, 1, 2.

INSANITY—See DOMICILE.

INSURANCE.

1. Meat shipped at Hamburgh for London was delayed on the voyage by tempestuous weather, and solely by reason of such delay became putrid, and was necessarily thrown overboard at sea. *Held*, not a loss by perils of the sea, or within the words "all other perils, losses, and misfortunes," &c., in a policy of insurance on said meat.—*Taylor v. Dunbar*, L. R. 4 C. P. 206.

2. An assurance company lent W. £1000 on a mortgage for that sum and on a policy on his life for the same amount, which he effected with them for the purpose. The policy contained a condition, that if W. should die by his own hands, &c., it should be void, "except to the extent of any *bona fide* interest therein which, at the time of such death, should be vested in any other person . . . for a sufficient pecuniary or other consideration." W. committed suicide while insane, the policy being still in the hands of the company. *Held*, that the company came within the above exception to the condition, and that the policy was valid to the extent of the debt to them. The mortgage was ordered to be re-assigned.—*White v. British Empire Mutual Life Assurance Co., L. R. 7 Eq. 394*.

INTEREST—See BANK.

INTERPLEADER.

The plaintiff's affidavit of no collusion in an interpleader suit cannot be rebutted before the hearing by a counter affidavit, although the plaintiff has filed additional affidavits in reply. In such a case, an order was made for the payment of the money into court and for an injunction, on the plaintiff's giving an undertaking as to damages. Order of MALINS, V.C., reversed.—*Manby v. Robinson*, L. R. 4 Ch. 347.

INVITATION—See NEGLIGENCE.

JOINT TENANCY—See LEGACY, 3.

JURISDICTION—See ACCOUNT; COURT.

LACHES—See CHEQUE; MORTGAGE, 4.

LANDLORD AND TENANT.

1. B. made a second mortgage of certain premises to the defendants by an indenture

which was executed by B. but not by the defendants, who, however, advanced money on it. B. by the deed conveyed the premises in fee, on trust for sale; "and as a further security for the principal and interest for the time being due from B., . . . B. did thereby attorn and become tenant to the defendants, their heirs, &c., for and during the term of ten years, if that security should so long continue," at a certain rent payable on each 1st of October. "Provided that . . . without any notice or demand . . . it should be lawful for the defendants, their heirs, &c., before or after the execution of the trusts of sale," to enter on the premises, eject B., and determine the said term of ten years. B. accordingly continued in occupation, and, rent not being paid on the first rent day, the defendants distrained. It appeared by the deed that the defendants had only an equity of redemption. *Held*, that the intention of the parties, as shown by the deed, and that the effect of the Statute of Frauds on the same, was to create a tenancy at will, and that B. became tenant at will on attornment; also that B. was estopped by the deed to deny that the defendants had a legal reversion, although the truth appeared. (Exch. Ch.)—*Morton v. Woods*, L. R. 4 Q. B. 293; s. c. L. R. 3 Q. B. 658; 3 Am. Law Rev. 703.

2. Defendant entered upon, occupied, and paid rent for premises under a demise for a term of years, made on behalf of a corporation, the owners, but not sealed with the corporate seal. By this agreement, defendant undertook to make certain repairs. *Held*, that he was bound by his stipulation. He had become tenant from year to year on the terms of the demise applicable to such a tenancy.—*Ecclesiastical Commissioners v. Merral*, L. R. 4 Exch. 162.

See COVENANT, 1.

LAPSED DEVISE—See EXECUTOR AND ADMINISTRATOR, 4.

LAW OF NATIONS—See REBELLION.

LEASE—See COVENANT, 1; LANDLORD AND TENANT; MORTGAGE, 3; VENDOR AND PURCHASER OF REAL ESTATE.

LEGACY.

1. Bequest to testator's son L. for life, and after his decease equally between and amongst the wife of L. (in case she should survive him) and all and every the child and children of L., as they should severally attain twenty-one, at which period the shares of such children were to be vested in them. At the date of the will, L. had a wife and one child, but the wife died before the testator. After the testator's death,