

DIGEST OF THE ENGLISH LAW REPORTS.

INFANCY.

The prisoner was convicted of having "unlawfully taken an unmarried girl, being under the age of sixteen years, out of the possession and against the will of her father." The girl was in fact only fourteen, but looked much over sixteen; and she told the prisoner that she was eighteen, and the prisoner believed her. *Held*, (by KELLY, C.B., CLEASBY, POLLOCK, and AMPHLET, BB., and GROVE, QUAIN, and DENMAN, JJ.,—BETT, J., dissenting), that the conviction should be affirmed.—*The Queen v. Prince*, L. R. 2 C. C. 154.

INJUNCTION.

The lessee of a theatre sublet certain boxes in the theatre to the plaintiff, together with egress and regress to and from the boxes during all such nights as the theatre should be open for the exhibition of any opera or entertainment off or upon the stage, except balls and masquerades; reserving to the lessor the right to enter to repair and clean. Subsequently, and at a time when no theatrical performances were going on, the lessor leased the theatre to Moody and Sankey for religious meetings and for this purpose boarded over the plaintiff's boxes. The plaintiff prayed an injunction. *Held*, that inasmuch as the boarding was only temporary, and would be removed before the operatic season began, and did not injure the boxes, an injunction would not be granted.—*Leader v. Moody*, L. R. 20 Eq. 145.

LANDLORD AND TENANT.—*See LEASE; RENT.*

LEASE.

1. The plaintiff held a public-house under a lease from the defendant, containing a proviso, that, at the expiration of the term, all such sums of money as could be procured for the good will of the business of a licensed victualler in respect of said premises should belong to the plaintiff. At the expiration of the lease, the defendant claimed an increased rent, and a sum by way of premium. The plaintiff refused these terms; and the premises were leased to one B. at an increased rent, and a premium of £1,300, for a fourteen-years' lease. Nothing under the name of good will was paid by B. It was found by an arbitrator that the rent reserved was a sufficient rental for the premises without any bonus, apart from the special value which the premises possessed owing to the old and successful business which had been carried on there by the plaintiff; and also that the good will of the plaintiff would, if belonging to the defendant, have been worth over £1,300. *Held*, that the proviso had been broken; and that, in determining the value of the good will, the arbitrator was not to be guided absolutely by the fact that £1,300 had been paid by B. as premium, and that he was to consider the increased value of the good will by reason of the general improvement of the locality.—*Llewellyn v. Rutherford*, L. R. 10 C. P. 456.

2. An agreement for an under-lease was made between a lessee and the defendant, con-

taining, among others, the following terms: The lease to contain an extract of the covenants in the original lease, and the proposed lease not to be sold, or any portion of the property underlet, without the consent in writing of said under-lessor. The original lease contained a proviso for re-entry in case of breach of covenant; but there was no covenant against underletting. The defendant underlet, and his lessor entered, and brought ejectment. *Held*, that the plaintiff was properly nonsuited, as he had no right of entry under said agreement for breach of covenant not to underlet.—*Crawley v. Price*, L. R. 10 Q. B. 302.

See FRAUDS, STATUTE OF; INJUNCTION RENT.

LEGACY.

Bequest of residue in trust to pay the interest half-yearly "to pay my sons C. and J. equally for their natural lives, and at their death the principal to be divided equally between the children of the said C. and J." *Held*, that "at their death" meant "at the death of each respectively;" and that, therefore, the children of C. were entitled at his death to one-half the principal.—*Wills v. Wills*, L. R. 20 Eq. 342.

See ADEPTION; ANNUITY; DEVISE.

LIBEL.

Declaration that the defendants falsely and maliciously printed and published the plaintiffs' names under the heading "First meeting under the new Bankruptcy Act," meaning thereby that the plaintiffs had become bankrupt. In fact, the plaintiffs' names were inserted by mistake under the above heading, instead of under the heading "Dissolution of Partnerships." The jury found that the publication was libellous, and gave damages £50. The defendants moved for arrest of judgment on the ground that the declaration disclosed no cause of action, and for a new trial because of excessive damages. The court refused the motions.—*Shepherd v. Whitaker*, L. R. 10 C. P. 502.

LIEN.

A. contracted with B. to buy a certain quantity of rails, the contract containing the following stipulation: "Payment to be made by buyer's acceptance of seller's drafts at six months' date against inspector's certificate of approval, and wharfinger's certificate of each 500 tons being stacked and ready for shipment." The wharfinger's and inspector's certificate were, as they were signed, delivered to A. in exchange for his acceptances of bills at six months, which bills B. negotiated. The plaintiff advanced A. money against three of said wharfinger's certificates. A. became insolvent, and his acceptances were dishonoured. The rails were still in B.'s hands. The plaintiff filed a bill, in which he claimed a lien for his advances on the rails mentioned in his certificates; and he alleged, that, according to the custom of the iron trade, said wharfinger's certificates were in fact warrants; and he prayed an injunction restraining B. from