

DIGEST OF ENGLISH LAW REPORTS.

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(Continued from page 335, Vol. III. N.S.)

LANDLORD AND TENANT.

1. One who agrees to let, impliedly promises that he has a good title to let.—*Stranks v. St. John*, Law Rep. 2 C. P. 376.

2. In a lease, the lessee covenanted not to assign without license, and the lessor covenanted not to withhold his license "unreasonably or vexatiously." Held, that it was unreasonable and vexatious in the lessor to refuse his license to assign to a person wholly unobjectionable, his object in refusing being avowedly his wish to get a surrender of the lease for the purpose of rebuilding. The court decreed the lessor to concur in the assignment, and directed an inquiry to assess the damages to be awarded to the assignee for refusal of the license.—*Lehmann v. McArthur*, Law Rep. 3 Eq. 746.

3. The city council of M. were empowered by statute to order streets to be paved by the owners of the adjoining premises, and, in case of their default, to do the work themselves, and to charge the respective owners with their proportionate part of the expenses; and, as an additional remedy, the council were empowered to require payment from any tenant or occupier, to be levied by distress, and it was made compulsory on the owner to allow such payments to be deducted from the rent. Premises in G. street were demised by the plaintiff to the defendant at a "clear yearly rent," the defendant covenanting to "pay and discharge all taxes, rates, assessments and impositions whatever, which during the term should become payable in respect of the demised premises." Subsequently the council gave notice to have G. street paved. The plaintiff neglecting to do the required work, the council caused it to be done, and the plaintiff paid his proportional share of the expense. Held, that the payment having been made by the plaintiff, not for a rate, assessment or imposition, payable in respect of the premises, but for breach of duty imposed on him by statute, he could not compel the defendant, under his covenant, to repay him the amount.—*Tidswell v. Whitworth*, Law Rep. 2 C. P. 326.

See ILLEGAL CONTRACT.

LEGACY.

1. Testatrix, a markswoman, made a will shortly before her death, in which the only

bequest was a gift of her "personal property, consisting of money and clothes." Beside cash and clothes, she owned at her death money out on mortgage, money secured on a promissory note, and a reversionary interest in a sum of cash. Held, that the words "consisting of money and clothes" did not cut down the preceding general words, and that the whole of her personal estate passed by the will.—*Dean v. Gibson*, Law Rep. 3 Eq. 713.

2. A testator gave the money to be received under a life-policy, which, at the date of the will, would have amounted to £6,416, to trustees, on trust, to invest it in government securities, pay the income to his wife for life, and, after her death, to pay thereout two sums of £2,000 each, which he had covenanted to settle on his daughters; and he gave £1,000, part of the residue, to A., £1,000 to B., and "£416, residue and remainder of the moneys to be received under the policy, after payment of the said four several sums of £2,000, £2,000, £1,000, and £1,000, with any future additions that may be made on the policy," to C. \$5,532 was received under the policy, and invested in reduced three per cents at ninety-four. At the widow's death, the stock had fallen to eighty-nine. Held, that the legacy to C. was a specific legacy of £532, and that, therefore the legacies to A., B., and C., must abate ratably.—*Walpole v. Apthorp*, Law Rep. 4 Eq. 37.

See DEVISE; ESTATE BY IMPLICATION; MORTGAIN, 1, 2; POWER; WILL, 5-8.

LEGACY DUTY.—See ADMINISTRATION, 3.

LETTER OF CREDIT.—See BILLS AND NOTES.

LICENSE.—See NEGLIGENCE, 2.

LUNATIC.—See NULLITY OF MARRIAGE.

MAINTENANCE.—See TRUST, 3.

MANSLAUGHTER.—See AUTREFOIS CONVICT.

MARRIAGE.—See CRUELTY; DESERTION; FRAUDS, STATUTE OF, 2; NULLITY OF MARRIAGE.

MARRIED WOMAN.—See HUSBAND AND WIFE.

MARSHALLING OF ASSETS.

Policies issued by an insurance company provided that the capital of the company should alone be liable to claims in respect of the policies. The company was wound up, and the capital applied in paying dividends on the debts due to policy holders and general creditors, *pari passu*. Held, that the doctrine of marshalling did not apply, and no calls could be made on the shareholders for the purpose of recouping to the policy holders the amount of capital which had been paid to the general creditors; but that a call should be made only