Digest of English Law Reports.

Jurisdiction.—*See* Contract, 3; Sovereign

Landlord and Tenant.—*See* Lease.

Law, Mistake of.—*See* Bankruptcy, 2.

Lease.

1. A lessor leased a dwelling-house, together with all lights thereto belonging or therewith used and enjoyed. The lessor, at the time of making the lease, held a four-year lease of the adjoining estate, and subsequently purchased the reversion of the estate. The lessor, more than four years from the time the lease was made, but before its termination, began to build a new building upon his estate, in such a manner as would interfere with the light of the house he had leased. Injunction to restrain lessor from so building refused. *Booth* v. *Alcock*, L. R. 8 Ch. 663.

2. The defendant let a house, with an agreement to put the premises in repair, and the lessee covenanted to keep the premises in repair. The iron covering of the shoot leading into the coal-cellar was, at the time of the demise, out of repair, so as to be dangerous. After the demise, and while the defendant's workmen were still executing said repairs, the plaintiff stepped upon said covering and was injured by its giving way. *Held*, that the defendant was not liable.—*Pretty* v. *Bickmore*, L. R. 8 C. P. 401.

3. A lease was made of "all that piece or parcel of woodland situate in B., and all that close called W., and all that warren of conies, with all and singular the rights, members, and appurtenances whatsoever in B., and that lodge or house thereupon built, commonly called B. lodge; and also all that warren of conies, with all and singular the rights, members, and appurtenances whatsoever in R., both which said warrens are known by the name of the B. warren, and extend themselves over the wastes of B., F., &c. *Held*, that, by the lease, the soil did not pass, but only a right to the conies and whatever was fairly incident to, or necessary for, the preserving and making profit of, them.—*Earl Beauchamp* v. *Winn*, L. R. 6 H. L. 223; s. c. L. R. 4 Ch. 562; 4 Am. Law Rev. 289.

See Covenant.

Legacy.

1. A testator gave his property equally among his daughters, directing F., one of them, to bring an estate she owned into hotchpot. After the date of the will, said estate was, by the advice of the testator, settled upon J. for life, remainder to her husband for life, remainder as J. should appoint among her children. The trustees sold the estate and held the proceeds upon the same trusts. *Held*, that said proceeds must be brought into account in respect of J.'s share. *Middleton* v. *Windross*, L. R. 16 Eq, 212.

2. A testator gave £5000 to trustees in trust, to invest and to apply the income to and for the education of the testator's nephew, until the nephew should attain the age of twenty-four, and when he attained that age to pay him said principal sum: in case the nephew should die under the age of twenty-four, the trustees to hold said principal upon trust for R. The nephew died under twenty-four, and, at the time of his death, said trustees held an accumulation of income. *Held*, that the legacy to the nephew was vested at the death of testator, liable to be divested in case the nephew should not attain twenty-four, and that the nephew's personal representative, and not R. or the testator's residuary legatee, was entitled to said accumulation of income.—*In re Peek's Trusts*, L. R. 16 Eq. 221.

3. A testator gave his personal estate to trustees, to hold in trust for his daughter for life, and after her decease to transfer the principal equally among the children of his daughter, whether by her present putative husband or by any other person whom she might marry. But, in case his daughter should die, leaving no issue, then over. For several years prior to, and at the date of the will, the daughter had been living with a man, whom she subsequently married, as his reputed wife, and at the date of the will had one son by her reputed husband, who was believed by the testator to be illegitimate. Said son was born in 1831, and his mother, who was sixty-seven years of age, and whose husband had died, petitioned with her son to have said principal paid to them jointly. *Held*, that the son had a vested remainder after his mother's life estate, and that said principal should be paid to the petitioners.—*In re Brown's Trust*, L. R. 16 Eq. 239.

See Vested Interest.

Letter.—*See* Privileged Communications.

Libel.

Action for libel in charging the plaintiff with sending vessels to sea over-loaded, over-insured, and under-manned. Plea, that the several words and matters concerning the plaintiff were true. Particulars were offered with the plea. *Held*, that such an answer was more convenient than a special plea of justification, and allowable. The defendant being ordered to deliver to the plaintiff particulars stating the substance and the dates of the matter relied on, the court refused to allow the defendant to administer interrogatories to the plaintiff for the purpose of enabling the defendant to comply with said order.—*Gourley* v. *Plimsoll*, L. R., 8 C. P. 362.

Light.—*See* Lease, 1.

Limitations, Statute of.

By statute, any person building beyond the general line of buildings may be summoned before a justice, who may order the demolition of such building; and no person shall be liable for the payment of any penalty or forfeiture under said statute for an offence cognizable before a justice unless complaint is made within six months from the discovery of such offence. *Held*, that the above limitation clause did not apply to the case of building beyond the general line of buildings.—*Vestry of Bermondsey* v. *Johnson*, L. R. 8 C. P. 441.