

DIGEST OF ENGLISH LAW REPORTS.

LEVY.—See SHERIFF.

LIBEL AND SLANDER.

An editor had been convicted of stealing feathers, and had been sentenced to twelve months' penal labour as a felon, which sentence he had duly served out. Afterwards, a brother editor called him a "felon editor," and justified by asserting the above facts. Replication, that as he, the convict, had served out his sentence, he was no longer "felon." On demurrer, *held*, a good reply. —*Leyman v. Latimer*, 3 Ex. D. 15.

LIEN.—See ATTORNEY AND CLIENT, 2 3.

LIFE INSURANCE.—See BANKRUPTCY, 3.

LIMITATIONS, STATUTE OF.—See COVENANT, 2.

MARRIAGE SETTLEMENT.—See SETTLEMENT, 1, 2.

MARRIED WOMAN'S PROPERTY ACT, 1870.—See HUSBAND AND WIFE, 2.

MARSHALLING ASSETS.—See BEQUEST.

MINE.

1. Defendant, a mine-owner, diverted the natural course of a stream for his own purposes; and, in an unusually heavy rain which followed, the water overflowed the new channel, and caused damage to an adjoining mine, belonging to the plaintiff. *Held*, that defendant might be liable therefor, although if the injury had happened in the ordinary course of working the mine, from a sudden and unusual natural cause not to be foreseen by a prudent person, no liability would have arisen.—*Fletcher v. Smith*, 2 App. Cas. 781.

2. A mining company sank a pit, and intercepted underground water, which had previously flowed in an unascertained course, and threw it upon the land of a neighbour. The water had previously, when left to flow underground of itself, come out upon the neighbour's land. *Held*, that the mining company was liable for the damage.—*West Cumberland Iron and Steel Company v. Kenyon*, 6 Ch. D. 773.

See COVENANT, 2.

MISPRINT.—See INNKEEPER.

MORTGAGE.

1. In a suit to redeem by a second mortgagee against the first mortgagee, the latter must answer interrogatories demanding the amount of his claim, and what other security, if any, he holds for it, so that the second mortgagee may know whether it would be worth while to redeem or not.—*West of England and South Wales Bank v. Nickolls*, 6 Ch. D. 613.

2. Dec. 1, 1874, M., the owner of a vessel, mortgaged it to appellants for £7,500. Jan. 4, 1875, respondents, in ignorance of the mortgage, advanced M. £3,000 on security of a cargo shipped by M. on nominal freight of 1s. per ton. Feb. 2, 1875, M. again mortgaged the vessel to the appellants for £4,000. February 19, M. and the defendants sold the cargo to J., on terms of freight being paid at 55s. per ton. February 22, the respondents advanced £9,000 more to M. February 26, M. assigned to the respondents

the freight at 55s. per ton, as security for their advances. On the arrival of the vessel, the appellants took possession. The respondents acquired J.'s rights. *Held*, that the appellants were entitled to 1s. freight only, according to the bill of lading, and must deliver the cargo to the respondents on payment of freight at that rate.—*Keith v. Burrows*, 2 App. Cas. 636; s. c. 1 C. P. D. 722; 2 C. P. D. 163; 11 Am. Law. Rev. 508; 12 *id.* 100.

See ATTORNEY AND CLIENT, 2; DOWER, 5.

MORTMAIN.—See BEQUEST.

NAVIGABLE RIVER.

The right of navigation in a river above tidewater, acquired by the public by user, is, as regards the owner of land through which the river flows, simply a right of way; and the owner of the land may erect a bridge over the river, provided it does not substantially interfere with this right of way for navigation. The property in the river-bed is in the owner of the land.—*Orr Ewing v. Colquhoun*, 2 App. Cas. 839.

NEGLIGENCE.—See CHARTER-PARTY; MINE, 1; TELEGRAPH.

NEXT FRIEND.—See INFANT.

NOTICE.—See INNKEEPER.

OMISSIONS IN WILL.—See WILL, 8.

PARTNERSHIP.

In September, 1871, C. gave bonds, in accordance with the rules of *Lloyd's*, to enable his son W. to become a member thereof, and begin the business of underwriter, as he the same month did, carrying on the business in his own name exclusively. In January, 1872, an agreement was made purporting to be between father and son, but executed only by the son, reciting that the father had given the bonds as above, and had also loaned the son £200; and, in consideration thereof, the son covenanted with the father that one H., and no other, should underwrite in W.'s name, and should be paid £200 a year and one-fifth the net profits; that C. should be at liberty to cancel the bond at any time, on notice to C. and H.; that C. should not spend more than £200 a year till he paid his debts; that one-half the net profits, deducting H.'s share, and £25 a year, should belong to C.; that W. should not indorse or speculate until he paid his debts; that W. should repay C. the £200 and interest on demand; that W. should keep a separate account, as underwriter, which should be liable to inspection by C.; and that the profits of business should not be touched before they amounted to £500, and then, with C.'s consent, an agreed sum might be withdrawn on account of W., and a like sum for account of C. None of the creditors knew that the father had anything to do with the business. The son also carried on two other distinct businesses in his own name. In bankruptcy proceedings against the son, *held*, that the father was not a partner in the