

enough to keep it merely in that condition. The lessee could not claim a rebate of rent under the clause "or other inevitable accident," nor any damages for occupation during the repairs, as the covenant to repair implied leave to enter for that purpose.—*Saner v. Bilton*, 7 Ch. D. 815.

2. A tenant is bound to keep the boundary between his landlord's land and his own distinct and well defined during the continuance of the lease, as well as to render it so at the end of the lease.—*Spike v. Harding*, 7 Ch. D. 874.

3. Lease by defendant to plaintiff of a basement, "together with the full and undisturbed right and liberty to store cartridges therein." The lessor covenanted to keep the premises and the landing-pier adjoining in proper repair and condition "for storing, landing, or shipping away cartridges;" and there was a covenant for quiet enjoyment. Before the lease ran out, the Explosives Act, 1875, rendered it no longer lawful to keep cartridges in the premises. Defendants gave plaintiff notice to remove the cartridges; and plaintiff refusing, defendant removed them himself. Plaintiff brought an action on the lease to restrain defendant from obstructing the storing of the cartridges, and to require him to render it possible for cartridges to be lawfully stored on the premises, and for damages. *Held*, reversing the decision of Fry, J., that judgment must be for the defendant.—*Newly v. Sharpe*, 8 Ch. D. 39.

*Lease*.—See *Insurance; Landlord and Tenant; Negligence*, 2; *Partnership*, 2; *Way*.

*Legacy*.—See *Will*, 5.

*Label*.—See *Slander*.

*Luggage*.—See *Railway*, 1, 3.

*Market Overt*.—See *Sale*, 1.

*Marriage Settlement*.—See *Infant; Settlement*.

*Married Women*.—1. A testatrix bequeathed to her "niece M. J., the wife of R. H.," a share in a fund resulting from real and personal estate, after the termination of a life interest in the same. The testatrix further declared that every provision made for any woman in the will was made and intended to be for her sole and separate use, without power of anticipation, and that her receipt alone should be a sufficient discharge for the same. The tenant for life died before the testatrix, and the fund had been ascertained and paid into court. *Held*, that it should be paid out to her on her separate

receipt.—*In re Ellis's Trusts*, (L. R. 17 Eq. 409) commented upon.—*In re Croughton's Trusts*, 8 Ch. D. 460.

2. T. was married in 1846, and became insolvent in 1861, and had no assets. In 1876, his wife became entitled under her father's will to £500 a year for life, remainder to her children. The will did not settle the income to her separate use, and there was no marriage settlement. The husband contributed nothing to the wife's support. The general assignee claimed half the income for the creditors. *Held*, that the court could settle it all on the wife, in its discretion; and such settlement was made.—*Taunton v. Morris*, 8 Ch. D. 453.

*Misapplication of Funds*.—See *Company*, 3.

*Mortgage*.—1. A mortgagor was obliged to take out letters of administration, in order to perfect the title of the mortgaged premises to the mortgagee. In an action for foreclosure and payment of the sum due on the mortgage, *held*, that the mortgagor was not entitled to have the costs of taking out the letters paid out of the mortgaged property.—*Saunders v. Dunman*, 7 Ch. D. 825.

2. *Held*, that a person mentioned in a deed with two others, as a party to it, but who never executed it, could not maintain an action to have the deed declared void. *Held*, also, that one of three co-mortgagees could not maintain an action to foreclose, making the mortgagor and his two co-mortgagees defendants.—*Luke v. South Kensington Hotel Co.*, 7 Ch. D. 789.

*Negligence*.—1. The defendant used his premises for athletic sports. A private passage, having a carriage-track and footpath, ran by his place, the soil of which passage belonged to other parties, but over which there was a right of way. In order to prevent people in carriages from driving up the road to his place to see the sports over the fence, the defendant, without legal right, and, as found by the jury, in a manner dangerous to persons using the road, barricaded the carriage-road by means of two hurdles, one placed on each side of the road, leaving a space in the centre, which was ordinarily left open for carriages, but on occasion of the games was closed by a bar. Some person unknown moved one of the hurdles from the carriage-road to the footpath alongside. The plaintiff, passing over the road on a dark night in a lawful manner, and without negli-