on that day, and had her horses put in the stable; but she perceived a bad smell, left the house, and removed her horses at once. The house was found to be untenable from bad drainage, and the plaintiff put it in order, and tendered it to defendant, May 20. She refused to accept it. *Held*, that she was not liable. When a furnished house is let, there is an implied condition that it is tenantable at the beginning of the term. If it prove otherwise, the tenant may throw up the bargain.—*Wilson* v. *Finch Hatton*, 2 Ex. D. 336.

See Lease, 1, 2.

Larceny.—See Husband and Wife, 1.

Lease.

1. Lease not under seal for three years, with right in the tenant to remain on three and a half years more at the same rate, *held* to be within the Statute of Frauds, and of 8 & 9 Vict. c. 106, s. 3.—*Hand* v. *Halt*, 2 Ex. D. 318.

2. B. conveyed an eating-house in lease, and covenanted that he would not let any house in that street "for the purpose of an eating-house;" but it was provided that the covenant should not bind B's heirs or assigns. He then let another house in the street, and the lessee covenanted with him that he would not carry on any business there without a license from B. Both leases were assigned, and the assignee of the first brought action against the assignee of the second and B., to restrain them, respectively, from carrying on and allowing to be carried on the business of an eating-house. *Held*, that the covenant was not broken.—*Kemp* v. *Bird*, 5 Ch. D. 549.

See Landlord and Tenant; Statute of Limitations, 2.

Legacy.—See Devise, 1.

Aex Domicilii.—See Marriage.

Lex Loci Contractus—See Marriage.

Libel and Slander.

Defendant was agent for C. & Co. and M. & Co., proprietors of certain musical and dramatic copyrights, and received the fees for their representation in theatres and concert-rooms. The plaintiffs were singers, and put the following advertisement in the *Era* newspaper: "The Sisters Hartridge have great pleasure in thanking Messrs. Chappell & Co., Messrs. Metzler & Co., and others, for their kind, unhesitating permission to sing any *morceaux* from their musical publications." Seeing this, defendant wrote to two concert-hall proprietors, where the plaintiffs were singing, to the effect that the said advertisement was calculated to mislead them into incurring penalties under the Copyright Act, as the said C. & Co. and M. & Co. were not authorized to grant such permission; and he had been assured by them that they had not given such permission, and that the said proprietors had a poor opinion of concert-hall performances; and he added that he knew the lady advertisers had no such intention of so misleading them. *Held*, on a motion to set aside a nonsuit, that the letters contained matter which might be libellous; and that the question should have been left to the jury.—*Hart et al.* v. *Wall*, 2 C. P. D. 146.

Limitations, Statute of—See Statute of Limitations.

Liquidated Damages—See Contract.

Loan—See Partnership, 3.

Manslaughter—See Murder.

Marine Insurance—See Insurance.

Market—See Sale, 2.

Marriage.

B. and S., Portuguese subjects, and first cousins, went through the form of marriage, in 1864, in London, in accordance with the requirements of English law. Subsequently they both returned to Lisbon, and lived there still, and have never lived together as husband and wife. By the law of Portugal, marriages between first cousins are null and void. A petition by the wife, S., for nullity of this marriage was refused.—*Sottomayor*, otherwise *De Barros* v. *De Barros*, 2 P. D. 81.

Master and Servant.

1. The defendants employed the plaintiff with other workmen, and also a steam-engine, with an engineer, in sinking a shaft in their colliery. When the work was partly done, they employed W. under a verbal contract to finish it. W. was to employ and pay the plaintiff and the other workmen. The engine and engineer were under his control; but the engineer's wages were to be paid by the defendants. The plaintiff was injured through the negligence of the engineer. *Held*, on appeal, that the defendants were not liable. *Rourke* v. *The White Moss Colliery Co.*, 2 C. P. D. 205; s. c. 1 C. P. D. 556; 11 Am. Law Rev. 286.

2. Defendant was proprietor of a cab, which was run over the plaintiff while being furiously driven by the cabman. The contract between the proprietor and the cabman was, that the cabman should have the cab each day for as long as he chose, and pay therefor 16s. *per diem*. If he took more, he pocketed the surplus; if less, he made up the deficit. When the accident happened, the cabman had returned with