

DIGEST OF ENGLISH LAW REPORTS.

ered as consisting of a principal sum, with interest thereon at four per cent. from the death of the testator; and that the shares the children were then entitled to being ascertained, the portion representing interest should be divided in proportion to the shares of the principal.—*Ackroyd v. Ackroyd*, L. R. 18 Eq. 318.

See INTEREST; WILL, 6.

LIBEL.

A meeting to hear a candidate at a parliamentary election discuss subjects of general importance is a meeting of public interest; and the conduct of persons who take part in such meeting may be made the subject of fair *bona fide* discussion in a public newspaper.—*Davis v. Duncan*, L. R. 9 C. P. 396.

See DEFAMATION.

LICENSE.

The owner of land licensed P. to burn the clay on the land into bricks, but reserved no power to direct when or how such burning should be carried on. P. burned the bricks so as to create a nuisance to the plaintiff's cottages. *Held*, that said owner was liable to be sued for the nuisance, though committed by P., under a revocable license. Injunction granted against said owner and P.—*White v. Jameson*, L. R. 18 Eq. 303.

See NOTICE TO QUIT.

LIMITATIONS, STATUTE OF.

A testator gave certain land to trustees in trust to sell, the proceeds to be considered as personal estate. The trustees allowed the land to remain unsold for fifty years. *Held*, that there was an express trust for sale of real estate within sec. 25 of the Statute of Limitations. Decree for execution of the trust of the unsold land.—*Mulloy v. Bigg*, L. R. 18 Eq. 246.

MALICIOUS INJURY.

A man threw a stone at persons in the street with whom he was fighting, but unintentionally thereby broke a window. *Held*, that he did not break the window maliciously.—*The Queen v. Pembilton*, L. R. 2 C. C. 116.

MARSHALLING ASSETS.

It was agreed between two partners in London, that in case a partner died, his share of the capital should be ascertained, and the amount considered a loan from the executors to the partnership, which was not to be determined by the death of the partner, and that the widow should receive a share of the profits. A partner died, and his widow married a trader in Brighton, who bought the other partner's interest in the London business, and then covenanted with a trustee that three-fourths of the profits of the London business should be for the sole use of his wife. The trader became bankrupt. *Held*, that the assets of the London business must pay its debts, and the assets of the Brighton business must pay its debts, and that any surplus would go to the general creditors.—*In re Childs*, L. R. 9 Ch. 508.

See PARTNERSHIP, 2.

MASTER.—See SHIP.

MASTER AND SERVANT.—See PRINCIPAL AND AGENT.

MORTGAGE.

C. held an estate upon trust to pay out of the rents the interest upon a mortgage on the estate, and to accumulate the residue of the rents as a sinking fund for payment of the principal. C. neglected to pay the interest, and the mortgagees advertised the estate for sale. F. thereupon agreed to pay off the mortgage and take a transfer, and in September, 1864, paid the mortgagees the principal sum due them, with several months' arrears of interest. The mortgagees then transferred to F. said principal sum, with interest from September, 1864, and conveyed the mortgaged property to F., subject to the equity of redemption. The beneficial owner filed a bill for redemption. *Held*, that F. was entitled to be paid said arrears of interest, although the transfer to him assigned only interest after September, 1864, and although C. had been guilty of a breach of trust in allowing the interest to get so in arrear.—*Cottrell v. Finney*, L. R. 9 Ch. 541.

See ELEGIT.

MUTUAL INSURANCE COMPANY.

Declaration that the plaintiff was a member of a mutual marine insurance society; that the defendants were the committee of the society, and under the rules had entire control of the funds and affairs of the society, and power to determine upon the admission, rejection, and exclusion of any vessel insured or proposed to be insured; that under said rules, if the committee at any time deemed the conduct of any suspicious or that such member was from any reason unworthy of remaining in the society, they had power to exclude such member by giving him notice in writing, and after such notice the member was excluded, and had no claim for loss happening after such notice; that the defendants wrongfully, collusively, and improperly contriving to deprive the plaintiff of the benefit of his indemnity, expelled him from the society on the alleged ground that his conduct was suspicious, but without reasonable cause for such expulsion, and without having given the plaintiff notice that his conduct was to be investigated and adjudicated by the defendants, and without giving the plaintiff an opportunity of being heard before them; that the plaintiff's vessel sustained damage by perils of the seas a few days after said expulsion, and that but for said expulsion the plaintiff would have received £92 as indemnity for said damage, which sum the plaintiff had lost by reason of said expulsion. Demurrer. *Held*, that the demurrer must be sustained (by KELLY, C. B., POLLOCK and AMPHLETT, BB.), because, if the allegations in the declaration were true, the plaintiff's expulsion was void, and he had suffered no damage; (by CLEASBY and POLLOCK, BB.) because there was no allegation of *malus fides* on the part of the defendants.—*Wood v. Wood*, L. R. 9 Ex. 190.