

DIGEST OF ENGLISH LAW REPORTS.

cutors, administrators and assigns of the survivor of the said unborn issue, gives an absolute interest to the survivor, and is not too remote. *Avern v. Lloyd*, Law Rep. 5 Ch. 383.

See ADEPTION; ILLIGITIMATE CHILDREN; MARSHALLING OF ASSETS; SATISFACTION; VESTED INTEREST; WILL.

LICENSE.

"We do grant to W. liberty and license to fasten" a coal hulk to certain moorings, until one month's notice be given. W. "to pay towards the expenses of placing and maintaining and repairing the moorings," £30 per ann. *Held*, to be a license, not a demise, and hence that W. was not liable to be rated as occupier. *Watkins v. Overseers of Milton-next-Gravesend*, Law Rep. 3 Q. B. 350.

LIEN.—See VENDOR AND PURCHASER OF REAL ESTATE.

LIMITATIONS, STATUTE OF.

1. Trustees, under an act of Parliament, made a road, fifty years before this suit, separated from a field by a hedge, a bank, and a ditch three feet wide, adjoining the field. This ditch became filled up, and was never re-opened; but a ditch a foot wide had been made since by the tenant of the field, and it had also become obliterated. The hedge had always been included in the lease of the field, and the tenants had always trimmed the same at their own expense, testified that they had "held and used" the land within the same for more than twenty years (though apparently only by allowing their cattle to drink out of the ditch when open, and graze over its site when filled up), without the interference of the trustees. *Held*, there was no such adverse user as to give the owners of the land a title to the site of the ditch by the Statute of Limitations.—*Searby v. Tottenham Railway Co.*, Law Rep. 5 Eq. 409.

2. A cheque is not an advance until it has been paid, and the Statute of Limitations only runs from that time.—*Garden v. Bruce*, Law Rep. 3 C. P. 300.

3. The analogy of the Statute of Limitations cannot be set up by an executor, in answer to a claim founded on a breach of trust by his testator.—*Brittlebank v. Goodwin*, Law Rep. 5 Eq. 545.

See TRUST, 2, 3.

LOCUS PENITENTIE.—See COMPANY, 1.

LUNATIC.

A committee of the person of a lunatic had received an allowance of a certain sum a year for the maintenance of the lunatic, and another sum for the maintenance of her children, and

swore that, after properly maintaining the lunatic, he had spent the remainder of her allowance on the maintenance of her children. *Held*, that he would not be ordered to account on the petition of the children.—*In re French*, Law Rep. 3 Ch. 317.

See ADEPTION.

MARRIAGE.—See CONFLICT OF LAWS, 1; NULLITY OF MARRIAGE.

MARSHALLING OF ASSETS.

A testator left £2,000 to plaintiff, and devised the residue of his real estate to the defendant. The personal estate was insufficient to pay debts and legacies. *Held* (reversing the decision of *Kindersley, V. C.*), that the plaintiff had not a right of marshalling as against defendant, in consequence of the Wills Act, but that both should contribute ratably.—*Heusman v. Fryer*, Law Rep. 3 Ch. 420; s.c. Law Rep. 2 Eq. 627 (*ante*, 1 Am. Law Rev. 516).

See POWER.

MASTER AND SERVANT.

1. It is no answer to a suit against directors of a company, for infringement of a patent, that the acts were done by workmen employed by defendants, but contrary to their orders; the infringement having taken place in defendants' works, and in the course of the proper duties of the workmen.—*Betts v. De Vitre*, Law Rep. 3 Ch. 429, 441.

2. W., the defendants' servant, was killed in consequence of the negligent construction of a platform by N., also in their employ. N.'s fitness for his place was not denied. The jury were instructed, that, if the platform was completed before W. was engaged, and if the defendants had delegated to N. their whole power and duty, without control on their part, W. and N. were not fellow-workmen, and the defendants would not be discharged on that ground. *Held*, erroneous. N.'s duty was a continuing one. A master is not made liable to a servant for an injury caused by the negligence of a fellow-servant, by the simple fact that the latter is of a higher grade, as a superintendent.—*Wilson v. Merry*, Law Rep. 1 H. L. Sc. 326.

MISDEMEANOR.—See OBSCENE PUBLICATION.

MISTAKE.—See ESTOPPEL.

MORTGAGE.

1. A mortgage was made, by one of the defendants to the plaintiffs, of a certain number of branded sheep, with their "issue, increase and produce." A second mortgage was made to the other defendants, which included other sheep. While the mortgagor was in possession, he mingled the latter sheep with the former;