DIGEST.

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(Continued from Vol. VI. page 82.)

Jurisdiction—*See* Foreign Government.

Landlord and Tenant.

In 1860, A. made a lease to B., who covenanted therein not to assign or part with the possession of the premises without A.'s written consent, and there was a re-entry clause. In 1865, B. with A.'s written assent to the transfer on the old terms, sold to C., and let him into possession without a formal assignment. In 1867, C., with A.'s written assent, assigned the term to trustees for creditors. The trustees sold to defendant, who took possession. *Held,* that there had been no forfeiture. There was never an assignee of the whole term, so as to be subject to the covenants in the lease, and B.'s covenant was not broken by letting C. into possession as he did, nor by the transfer by the trustees to defendant.—*West* v. *Dobb,* L. R. 4 Q. B. 634.

See Covenant, 2.

Law of Nations—*See* Foreign Governments.

Lease—*See* Covenant, 2; Landlord and Tenant.

Legacy.

1. A testator gave to his wife "any money that I may die possessed of, or which may be due and owing to me at the time of my decease." He had insured his own life. *Held,* that the debt accruing under the policy at his death passed by the above bequest.—*Petty* v. *Willson,* L. R. 4 Ch. 574.

2. Bequest to A. and B. as tenants in common, "and their respective heirs or representatives." A. died before the testator. *Held,* that A.'s share lapsed. The words were words of limitation.—*Appleton* v. *Rowley,* L. R. 8 Eq. 139.

3. A contingent legacy which is given to an infant, and which, or the income of which, the executors are empowered to apply for his maintenance, or education, or benefit during minority, as they shall think proper, carries interest from the death of the testator, although he may not have stood *in loco parentis* to the infant.—*In re Richards,* L. R. 8 Eq. 119.

See Power; Will, 5.

Lex Loci—*See* Foreign Government.

Libel.

To charge A. in the newspaper with ingratitude in politically opposing B., and to allege that at a past time A. was in pecuniary straits, and was aided by B., and had since paid his debts, as the only support of the charge, is libellous.—*Cox* v. *Lee,* L. R. 4 Ex. 284.

Lien.

A policy of insurance was assigned by A. to B. as a security for a judgment debt due from A. to B., on which B. had created a charge in favor of C. The premiums were paid by B. during his life, and after his death by his administrator, at first of his own authority, and afterwards by the direction of the court in an administration suit. *Held,* that, as against C., the administrator of B. had a lien upon the money payable under the policy for the premiums paid by him, but not for those paid by B.—*Norris* v. *Caledonian Insurance Co.,* L. R. 8 Eq. 127.

See Vendor and Purchaser of Real Estate.

Marriage—*See* Revocation of Will.

Married Woman—*See* Wife's Equity.

Marshalling of Assets—*See* Mortgage, 2.

Master and Servant.

Defendant sent his carman and clerk with a horse and cart to deliver some wine, and bring back some empty bottles. Instead of returning directly, as was his duty, the carman, when about a quarter of a mile from the defendant's offices, drove off in another direction on business of the clerk's; and, while he was thus driving, negligently ran over the plaintiff. *Held,* that defendant was not liable.—*Storey* v. *Ashton,* L. R. 4 Q. B. 476.

Mistake—*See* Specific Performance, 2.

Money Had and Received.

The defendant received money for a married woman, and wrote to her that he held it at her disposal. The wife died, and then the husband, (who had not interfered in the matter,) and the wife's administratrix sued the defendant for money had and received to the use of the wife. *Held* (Kelley, C. B., *dissentiente*), that the action could be maintained, and by the wife's representative (Exch. Ch.)—*Fleet* v. *Perrins,* L. R. 4 Q. B. 500; s. c. L. R. 3 Q. B. 536; 3 Am. L. Rev. 273.

See Bankruptcy, 1.

Mortgage.

1. A mortgagee is bound to convey the legal estate in the mortgaged property, and to deliver up the title deeds, to a person from whom he has accepted a tender of his principal, interest, and costs, although such person may have only a partial interest in the equity of redemption.—*Pearce* v. *Morris,* L. R. 8 Eq. 217.

2. A party entitled to funds A. and B. made