

DIGEST OF ENGLISH LAW REPORTS.

fixtures fixed to the premises, run with the land, but not similar covenants as to movable chattels on the premises at the time of the demise.—*Williams v. Earle*, Law Rep. 3 Q. B. 739.

7. An underlease of a whole term amounts to an assignment.—*Beardman v. Wilson*, Law Rep. 4 C. P. 57.

8. A tenant under a parol agreement underlet a part of the premises, and at the determination of both tenancies the undertenant held over against the will of the tenant. *Held*, that the landlord could recover against the tenant as damages the value of the premises for the time he was kept out of possession, and the costs of ejecting the undertenant.—*Henderson v. Squire*, Law Rep. 4 Q. B. 170.

See CONDITION; COVENANT, 3; MORTGAGE, 2.

LARCENY.

1. The cashier of a bank has a general authority to conduct its business, and to part with its property on the presentation of a genuine order; and if, being deceived by a forged order, he parts with the bank's money, he parts, intending so to do, with the property in the money, and the person knowingly presenting the forged order is not guilty of larceny, but of obtaining money on false pretences.—*The Queen v. Prince*, Law Rep. 1 C. C. 150.

2. Partridges, hatched and reared by a common hen, so long as they remain with her, and from their inability to escape, are practically in the power and dominion of her owner, may be the subject of larceny, though the hen is not confined in a coop, but at liberty.—*The Queen v. Shickle*, Law Rep. 1 C. C. 158.

3. A. stole gas for the use of a manufactory by drawing it off from the main through a pipe, which was never closed at its junction with the main. The gas from this pipe was burnt every day, and turned off at night. *Held*, (1) that as the pipe always remained full, there was a continuous taking of the gas, and not a series of separate takings; and (2) that even if the pipe had not been kept full, the taking would have been continuous, as it was substantially one transaction.—*The Queen v. Firth*, Law Rep. 1 C. C. 172.

LEASE—See LANDLORD AND TENANT; PRESUMPTION.

LEGACY.

1. A testator gave a legacy to A., "if not an uncertificated bankrupt at my death." A. was a bankrupt at the testator's death, but the bankruptcy was annulled four months later. *Held*, that A. was not entitled to the

legacy.—*Cox v. Fonblanque*, Law Rep. 6 Eq. 482.

2. A testator gave a legacy to several persons successively for their lives, and after the death of all of them to H.; but if H. should be dead when the legacy should "descend and come" to him, then that the same should be paid to all the children of H., "except the one entitled to any real property on his father's decease." On the death of H., in 1832, after the testator's death, his eldest son became tenant for life in remainder of real estate, expectant on the death without issue of the tenant for life in possession, which happened in 1863. The surviving tenant for life of the legacy died in 1867. *Held*, that the eldest son of H. was excluded from participation.—*In re Grylls's Trusts*, Law Rep. 6 Eq. 589.

See BOND; CHARITY; CONVERSION; DEVISE; ELECTION; EXECUTORY TRUST; HUSBAND AND WIFE, 3; ILLEGITIMATE CHILDREN; MORTMAIN; NEXT OF KIN, 1; PERPETUITY; VESTED INTEREST; WILL, 4-7.

LEGISLATURE—See LIBEL.

LEX LOCI—See CONFLICT OF LAWS.

LIBEL.

An accurate report in a newspaper of a debate in parliament, containing matter disparaging an individual, is not actionable; the publication is privileged on the ground that the advantage of publicity to the community outweighs any private injury; and comments in the newspaper on the debate are so far privileged, that they are not actionable so long as they are honest, fair, and justified by the circumstances disclosed in the debate.—*Wason v. Walter*, Law Rep. 4 Q. B. 73.

See INTERROGATORIES, 1; SLANDER.

LIGHT.

To acquire a right to the access of light and air to a house by actual enjoyment, under 2 & 3 Wm. IV. c. 71, s. 3, it is not necessary that the house should be occupied or fit for immediate occupation during the statutory period.—*Courtauld v. Legh*, Law Rep. 4 Ex. 126.

See LANDLORD AND TENANT, 5.

LIMITATIONS, STATUTE OF—See TENANCY IN COMMON, 2.

LORD'S DAY—See SUNDAY.

LUNATIC.

1. A lunatic died seised of real estate; it had not been found who was her heir. F., G., and D. respectively claimed as heirs. The person who had been acting as solicitor for the committee, acted as F.'s solicitor, and had induced the tenants to attorn to him. On bills