See Surety.

Lease.—See Customs; Landlord and Tenant; Limitations, Statute of, 1; Surety; Waste.

Legacy.—See Will.

Legislation.

Where plenary powers of legislation exist as to particular subjects, they may be well exercised, either absolutely or conditionally. It may be declared that a statute shall apply, if and when a certain executive officer shall think best to order that it shall apply.—*The Queen* v. *Burah*, 3 App. Case, 889.

Letters.—See Contract, 3.

Libel.

1. Three persons made an application to a magistrate for a summons against the plaintiff, in respect of a matter of wages. The proceedings were public, and the magistrate dismissed the application for want of jurisdiction. The defendants afterwards published a fair report of the proceedings in their respective newspapers, for which the plaintiffs brought libel suits against them. *Held*, that the publication was privileged.—*Usill* v. *Hales*. *Same* v. *Brearley*. *Same* v. *Clarke*, 3 C. P. D. 319.

2. A court may enjoin the publication of what a jury has found to be a libel on the plaintiff, if the publication will injure the plaintiff's business; *aliter*, if a jury has not passed upon the question whether the publication is a libel.—*Saxby* v. *Easterbrooke*, 3 C. P. D. 339.

3. An indictment for an obscene publication is bad, even after the verdict of guilty, if it fails to set out the words relied upon as obscene, and sets out the titles of the work only.—*Bradlaugh* v. *The Queen*, 3 Q. B. D. 607; s. c. 2 Q. B. D. 569; 12 Am. Law Rev. 313.

Lien.—See Innkeeper.

Limitations, Statute of.

1. In 1783 a lease was granted for ninety-nine years, and there was enjoyment under the lease until 1876, when an action was brought for possession on the ground that the lease was void, under 13 Eliz. c. 10. *Held*, that the lease was not void but voidable, and, as an action of ejectment might have been begun at once, the Statute of Limitations began to run at the time of the lease, and not from the date of the action.—*Governors of Magdalen Hospital* v. *Knotts*, 8 Ch. D. 709; s. c. 5 Ch. D. 175; 12 Am. Law Rev. 105.

2. Defendant owed plaintiffs a large debt, incurred in 1865, and, in answer to a demand, wrote them a letter in May, 1874, in which he said: "Believe me, that I never lose out of my sight my obligations towards you, and that I shall be glad, as soon as my position becomes somewhat better, to begin again and continue with my instalments." It appears that, in 1874, defendant's condition was bettered by £14, but was no better in any other year. *Held*, that if there was a promise, it was a conditional one, and there was not sufficient evidence that the condition had happened to take the case out of the statute.—*Meyerhoff* v. *Froehlich*, 3 C. P. D. 333.

Lis Pendens.—See Trust, 2.

Marine Insurance.—See Insurance, 1, 2, 3.

Married Woman.—See Husband and Wife; Jurisdiction.

Master.—See Shipping and Admiralty.

Mines.—See Waste.

Misdescription.—See Will, 5.

Misdirection.—See Insurance, 3.

Mortgage.—See Freight; Waste.

Negligence.

The defendant left a steam-plough, with a house-van attached, on the grass by the side of the "metalled" or travelled part of the road, the engine being taken away. He was in the habit of travelling from place to place with it, and had left it there, as it was engaged near by for the next day. The plaintiff's testator drove by in the evening in his cart with a mare which, though without his knowledge, was a kicker. The mare shied at the van, got the off-wheel on the foot-path, began to kick, kicked the dasher to pieces, ran, got her leg over the shaft, fell, and pitched the driver out and kicked him in the knee, so that he afterwards died. The jury found that the van was left where it stood "unreasonably" and "negligently," that the accident was "due to the van being where it was, and to the inherent vice of the mare combined," and that there was no contributory negligence on the part of the deceased. *Held*, that the plaintiff was entitled to recover, on the ground of the negligence of the defendant, and that this act was the real cause of the accident.—*Harris* v. *Mobbs*, 3 Ex. D. 268.

See Bills and Notes, 1.

Notice.—See Assignment, 1; Bills and Notes, 2; Surety.

(*To be continued.*)