

## DIGEST OF ENGLISH LAW REPORTS.

tractor to clear the water to the satisfaction of the inspector of nuisances. Afterwards, an order was made on him to abate the nuisance. The whole of the mud was cleared out, under the contract, part before and part after the date of the order. *Held* (1), that the landlord was not, under his agreement to repair, bound to cleanse the water; (2) that no charge on the premises, in respect to any part of the work done, had been created by the proceedings under the Nuisances Removal Act.—*Bird v. Elwes*, Law Rep. 3 Ex. 225.

4. In a lease, the lessee covenanted not to assign without license, and the lessor covenanted not to withhold his license unreasonably or vexatiously. The lessee contracted to assign his lease to the plaintiff, "subject to the landlord's approval." The lessor refused to give his license, not from any objection to the proposed assignee, but because he wished to buy up the lease for the purpose of rebuilding. The lessee, having failed to obtain the license, surrendered the lease to the lessor for the same price for which he had agreed with the plaintiff. In a bill by the plaintiff against lessor and lessee for specific performance of the contract to assign: *held*, that the lessee was not bound to take legal proceedings to oblige the lessor to give his license, and that, having used all reasonable efforts to induce the lessor to consent, he was at liberty to consider the contract at an end, and to make his own terms with the lessor. Whether the lessor's refusal was unreasonable or vexatious, *quere*.—*Lehmann v. McArthur*, Law Rep. 3 Ch. 496.

*See* FRAUDS, STATUTE OF, 1.

LEASE—*See* LANDLORD AND TENANT.

LEGACY—*See* DEVISE; HEIRLOOM; NEXT OF KIN; POWER, 2; REVOCATION OF WILL; TRUST; VESTED INTEREST.

LICENSE—*See* LANDLORD AND TENANT. 4.

MARRIAGE—*See* DIVORCE, 2.

MARRIAGE SETTLEMENT.

A marriage settlement contained a covenant to settle on the trusts of the settlement all the estate which the wife was, at the date of the settlement, or should during the coverture become, seised or possessed of, or entitled to at law or in equity. At the time of the deed, and during the whole time of the coverture, the wife was entitled to an estate tail in remainder after other estates tail. *Held*, that it was not within the covenant.—*Dering v. Kynaston*, Law Rep. 6 Eq. 210.

*See* POWER, 2.

MARRIED WOMAN—*See* HUSBAND AND WIFE.

MASTER—*See* FREIGHT, 2; SHIP, 2, 3.

MASTER AND SERVANT.

The defendant was engaged in constructing a sewer, and employed men, with horses and carts. The men were allowed an hour for dinner, but were directed not to go home or to leave their horses. One of the men, however, went home, about a quarter of a mile out of the direct line of his work, to dinner, and left his horse unattended in the street before his door. The horse ran away, and injured the plaintiff's fence. *Held*, that the jury were justified in finding that the man was acting within the scope of his employment.—*Whatman v. Pearson*, Law Rep. 3 C. P. 422.

MISREPRESENTATION.

It is not sufficient, in a bill praying to be relieved from a contract for shares in a company on the ground of its being induced by misrepresentation in a prospectus, to allege generally that the prospectus contained false statements, by which the plaintiff was deceived and drawn into the contract; but the precise misrepresentation must be distinctly stated, and also that it formed a material inducement to the plaintiff to take shares.—*Hallowes v. Fernie*, Law Rep. 3 Ch. 467.

MORTGAGE—*See* FIXTURES; FOREIGN COURT; FREIGHT, 1; PRIORITY, 2-5; SHIP, 2.

NECESSARIES—*See* HUSBAND AND WIFE, 1.

NEGLIGENCE—*See* ACTION; MASTER AND SERVANT; RAILWAY, 1; SHIP, 1.

NEXT OF KIN.

A testator gave a legacy to A for life, and, in default of issue, to "her next of kin in blood, as if she had died unmarried." A died without issue. *Held*, that the only surviving sister of A was entitled to the legacy, in exclusion of children of deceased brothers and sisters; for that the words, "as if she had died unmarried," did not point to the mode of distribution in cases of intestacy, and that, therefore, "next of kin" meant nearest relations, and not persons entitled as next of kin under the Statute of Distributions.—*Halton v. Foster*, Law Rep. 3 Ch. 505.

NOTICE—*See* LANDLORD AND TENANT, 1, 2; PRIORITY, 1.

NUISANCE—*See* WAY, 2.

NULLITY OF MARRIAGE—*See* DIVORCE, 2.

PARENT AND CHILD—*See* HUSBAND AND WIFE, 1.

PAROL EVIDENCE—*See* FRAUDS, STATUTE OF, 1.

PARTIES—*See* HUSBAND AND WIFE, 3; WAY, 2.

PARTNERSHIP.

The plaintiff, being entitled to a fund in court, gave the firm of solicitors who had acted