

DIGEST OF ENGLISH LAW REPORTS—REVIEWS.

that the company would not execute a policy.
Fisher v. Liverpool Marine Insurance Co., L.
R. 8 Q. B. 469.

INTEREST.—See LEGACY, 1, 2.

JURISDICTION.

A ship-owner at Hamburg agreed to sell a vessel to H., an Englishman, resident and domiciled at Hamburg, possession to be given upon the delivery of the cargo after arrival from the voyage in which the vessel was then engaged, and deductions to be made for damage above wear and tear. The master of the vessel, who was authorized to complete the sale, arrived in England and discharged his cargo, but refused to there deliver the vessel to H. unless paid the full price, and refused to allow a survey to enable H. to ascertain what damage the vessel might have sustained. H. filed a bill for specific performance, and for restraining the vessel from leaving port, and served a copy of the bill upon said master. *Held*, that the service was sufficient, and that the court had jurisdiction, and would restrain the vessel from removing from said port. Injunction granted.—*Hurt v. Herwig*, L. R. 8 Ch. 860.

See ARBITRATION, 1.

JURY.—See CONTRACT, 5.

LANDLORD AND TENANT.

The defendant, before leasing an estate, promised B. that he would kill down the game upon the estate, and would not let the game during the lease. B. took the lease, but the lessor then let the game, and did not kill it down. B.'s crops were in consequence damaged by the game. B. also lost sheep, which were poisoned by browsing upon yew-trees, the branches of which extended over the lessor's fence so as to be within reach, and other sheep, by their feeding upon yew-tree clippings, thrown by the lessor's gardener upon B.'s land; he also lost cattle by their getting at yew-trees upon the lessor's land by reason of the insufficient fence upon the lessor's land. After this the lessor died. *Held*, that B. was entitled to recover for the damage to his crops caused by the defendant's failure to keep his collateral agreement to kill down the game; that he could not recover for the loss of his sheep, as for that injury B. had only a personal action, if any, which died with the lessor, and that he could not recover for the loss of the cattle, as there was no obligation upon the lessor to maintain a fence between his and his lessee's land.—*Erskine v. Adams*, L. R. 8 Ch. 756.

LAPSE.—See DEVISE, 5; LEGACY, 8.

LEASE.

The owner of a ten-year lease agreed in writing to let the property to K., and not to give him notice to quit so long as he paid the rent when due, having previously verbally agreed to let the premises to K. for any term of years not exceeding his own. A railroad company contracted to purchase K.'s interest in the premises, which he described as any term at tenant's option, but not beyond said owner's term. The company subsequently

denied that K. had proved title as alleged. *Held*, that K. had an interest in said premises, and was entitled to the purchase-money.—*In re King's Leasehold Estates. Ex parte East of London Railway Co.*, L. R. 16 Eq. 521.

See CHARGE; LEX LOCI.

[To be continued.]

REVIEWS.

AN EPITOME OF LEADING COMMON LAW CASES, WITH SOME SHORT NOTES THEREON, chiefly intended as a guide to "Smith's Leading Cases." Second edition. By John Indermaur, Solicitor, Clifford's Inn, and Prizeman Michaelmas Term, 1872. London: Stevens & Haynes, Bell Yard, Temple Bar.

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The whole volume is only 80 pages. The book is indeed *multum in parvo*, and its utility is proved by its success. A book like this is in truth "a labour-saving machine," and in this age, when time is money, must be readily patronized by barristers, solicitors and students-at-law.