

DIGEST OF THE ENGLISH LAW REPORTS.

this bill, praying that the original lessor might be ordered to execute a lease in accordance with the lessee's agreement with the plaintiff, and for an injunction restraining said action. The plaintiff contended that said disclaimer merged the term granted by the defendant in his reversion, subject, nevertheless, to said agreement. Bill dismissed.—*Taylor v. Gillott*, L. R. 20 Eq. 682.

3. An agreement for a lease of mines and minerals provided that the lease should contain all usual and customary mining clauses. *Held*, that the lessor was not entitled to have inserted in the lease a proviso for re-entry on non-payment of rents or royalties, or if and whenever there should be any breach by the lessee of any of the covenants and agreements contained in the lease.—*Hodgkinson v. Crowe*, L. R. 10 Ch. 622.

See LANDLORD AND TENANT ; SPECIFIC PERFORMANCE, 3.

LEGACY.

1. The testator gave the residue of his property upon trust to distribute the same "to my relatives, share and share alike, as the law directs." *Held*, that the residue must be distributed according to the Statute of Distributions ; that is, *per stirpes*, and not *per capita*.—*Fielden v. Ashworth*, L. R. 20 Eq. 410.

2. The testator bequeathed £10,000, with interest on the same at four per cent from his death, to trustees, upon trust to pay the income on certain persons during the life of A., remainder over. The testator's estate was not sufficient to pay his legacies, and the realization of his estate occupied several years. The court directed that all sums applicable to said legacy and received by the trustees should be divisible rateably between capital and income, so that the trustees should pay to the tenants for life four per cent upon every sum invested to answer the legacy.—*In re Tinkler's Estate*, L. R. 20 Eq. 456.

3. A testatrix bequeathed her property "unto and equally between my father and mother, and all my brothers and sisters, share and share alike : nevertheless, I direct that the shares of my said brothers respectively shall not vest in them respectively until they shall respectively attain the age of twenty-one years ; and the shares of my said sisters shall not vest in them respectively until they shall respectively attain that age or marry." There were five brothers and sisters living at the death of the testatrix, one of whom, a sister, attained twenty-one in the life-time of the testatrix. After the death of the testatrix, her mother gave birth to another son, and subsequently one of the sons attained twenty-one. *Held*, that the brothers and sisters formed a single class, to which they could be no addition upon one of the class attaining twenty-one ; and that, therefore, the brother born after the death of the testatrix took no share of the legacy.—*In re Gardiner's Estate*. *Garratt v. Weeks*, L. R. 20 Eq. 647.

See DEVISE ; ILLEGITIMATE CHILDREN ; WILL.

LETTERS.—See EVIDENCE, 2 ; LIMITATIONS, STATUTE OF, 2.

LIBEL.

Libel for the publication of the following words: "W. Science and Art Institute. The public are informed that M.'s connection with the institute has ceased, and that he is not authorized to receive subscriptions on its behalf;" signed by the defendants as officers of said institute ; innuendo that the plaintiff falsely assumed and pretended to be authorized to receive subscriptions. The plaintiff had been a master in said institute, had been discharged, and had started a school called the W. Government School of Art, after which the above words were published. The plaintiff never had solicited subscriptions for said institute. *Held*, that there was no evidence of the innuendo, and that the words were not libellous.—*Mulligan v. Cole*, L. R. 10 Q. B. 549.

LICENSE.—See STATUTE.

LIEN.—See CHARTERPARTY.

LIGHT AND AIR.—See ANCIENT LIGHTS.

LIFE-ESTATE.—See LIMITATIONS, STATUTE OF, 1.

LIMITATIONS, STATUTE OF.

1. Lands were settled in trust for A. for life, remainder in trust for B. for life, remainder in trust for B.'s wife for life, remainder in trust for the sons of B. and his wife successively in tail male, remainder in trust for B. in tail general, remainder over. By indenture, made without the consent of A., and reciting contrary to the fact that B. was seised in fee-simple of said lands, B. and his wife conveyed said lands to S. in fee-simple. S. entered into possession in 1835. A. died in 1848, B. in 1859 without issue, and his wife in 1873. *Held*, that S. had been in possession by virtue of the life-estates of B. and his wife, and not as possessor of a base fee, and that he had not acquired a title by adverse possession under the 23d section of the Statute of Limitations.—*Mills v. Capel*, L. R. 20 Eq. 692.

2. After a note was barred by the Statute of Limitations, the maker wrote to the payee as follows: "The old account between us, which has been standing over so long, has not escaped our memory ; and as soon as we can get our affairs arranged, we will see you are paid. Perhaps in the mean time, you will let your clerk send me an account of how it stands." *Held* (by CLEASBY, POLLOCK, and AMPHLETT, BB., and GROVE and DENMAN, JJ.,—COLERIDGE, C. J., dissenting), that the letter took the note out of the Statute of Limitations.—*Chasemore v. Turner*, L. R. 10 Q. B. (Ex. Ch.) 500.

See DEVISE, 2 ; SET-OFF, 2.

MARRIAGE SETTLEMENT.—See SETTLEMENT.

MISJOINDER.—See INJUNCTION, 2.

MISTAKE.—See SETTLEMENT, 3.

MORTGAGE.

A mortgagor covenanted to repay further advances. Further advances were made.