

DIGEST OF ENGLISH LAW REPORTS.

be convicted of "selling beer to be consumed on the premises where sold.—*Deal v. Schofield*, Law Rep. 3 Q. B. 8.

LIGHT.

To establish the right to an extraordinary amount of light necessary for a particular purpose, the user of such extraordinary amount, as at present enjoyed and claimed, must be shown for the period of prescription.—*Lanfranchi v. Mackenzie*, Law Rep. 4 Eq. 421.

See DAMAGES, 2.

LIMITATIONS, STATUTE OF.

1. If an executor, in his discretion, pays a debt barred by the Statute of Limitations, he will be allowed the payment, if the personal estate is insufficient, against the devisees of real estate.—*Lewis v. Rumney*, Law Rep. 4 Eq. 451.

2. A., a tenant for life impeachable for waste, cut timber without the leave of the court. Afterwards, the remainder-man died, and A. took out administration. *Held*, (1) that the right to the timber when cut passed to the administrator, and not to the heir of the remainder-man; and (2) that, the act of cutting being wrongful, the Statute of Limitations began to run from the time of cutting, but that the running of the statute was suspended during the administration. — *Seagram v. Knight*, Law Rep. 2 Ch. 628. [This decision, that the running of the statute is suspended by a debtor taking out administration to his creditor, has excited much surprise and comment in England.]

MAINTENANCE.—See CHAMPERTY; MARSHALLING.

MALICIOUS PROSECUTION.

No action lies for a malicious prosecution unless the prosecution has failed, even though the plaintiff has been convicted under a statute giving no appeal. — *Basebe v. Matthews*, Law Rep. 2 C. P. 684.

MANDAMUS.—See PLEADING, 2.

MARRIED WOMAN.—See ADEMPION, 2; LANDLORD AND TENANT, 3; TRUST, 1, 2; VOLUNTARY CONVEYANCE.

MARSHALLING.

A., domiciled in England, settled a Scotch estate in trust, among other things for the maintenance of his children. He then made an English will, not attested so as to pass real estate in Scotland, in which he declared, that the will should not affect the settlement of the Scotch estate. He charged his residuary real and personal estate with payment of his debts, and provided for the payment of his children. He afterwards charged the Scotch estate with £14,000 by a Scotch heritable bond. Still

later he purchased other land in Scotland, which passed by intestacy to his heir. *Held*, (1) that the residuary estate should pay the £14,000 in exoneration of the Scotch estate; (2) that the heir could take the after-acquired estate in the same manner as if there was no will, and that he was not put to his election; (3) that the provisions for maintenance in the will were additional to those in the settlement. — *Maxwell v. Hyslop*, Law Rep. 4 Eq. 407.

MASTER AND SERVANT.

An action will lie for enticing away the plaintiff's servant, his daughter, though it be not alleged that the defendant debauched her, or that there was any binding contract of service between her and the plaintiff.

The plaintiff's daughter, nineteen years old, resided with him and assisted him in his business. By a fictitious letter, dictated by the defendant, she procured her mother's consent to leave home for a few days, when she left, and the defendant took her to a lodging-house, where he cohabited with her for nine days. She then returned home. *Held*, that there was a sufficient continuing relation of master and servant, and sufficient evidence of a wrongful enticing away, to maintain the action. — *Evans v. Walton*, Law Rep. 2 C. P. 615.

MINES.—See DAMAGES, 1; SUPPORT.

MISREPRESENTATION.—See COMPANY, 1.

MISTAKE.

More land was conveyed by a deed than the vendor intended to convey. Though the mistake was not common to both parties, the court made a decree to rectify the deed, giving an option to the purchaser to annul the contract. — *Harris v. Pepperell*, Law Rep. 5 Eq. 1.

MORTGAGE.

1. Several mortgages of different estates by the same mortgagor had become united in the plaintiff. The mortgagor had conveyed the equity of redemption in some of the estates to purchasers by deeds of various dates. In a suit for foreclosure: *Held*, (1) that no purchaser could redeem his estate without redeeming all the mortgages, whether he had purchased before or after the union of the mortgages in the plaintiff, and whether he had or had not had notice of such mortgages; (2) that the first purchaser of part in point of date had the first right of redeeming all the mortgages, and, in default, the subsequent purchasers had successive rights of redemption. — *Beevor v. Luck*, Law Rep. 4 Eq. 537.

2. A., having contracted to purchase an advowson, borrowed from B. £2,500, and covenanted to pay for the advowson, and convey it