

DIGEST OF ENGLISH LAW REPORTS.

LANDLORD AND TENANT.

1. An agreement for the sale of a house by S. to E. provided, that, inasmuch as E. was to be let into immediate possession, E. "admits himself to be a tenant from week to week to S." of the premises agreed to be sold, at a certain weekly rent. *Held*, that this created the relation of landlord and tenant between S. and E., with right to distrain.—*Yeoman v. Ellison*, Law Rep. 2 C. P. 681.

2. The defendant demised premises to the plaintiff, and covenanted that the plaintiff should occupy during the term, without any interruption from the defendant or those lawfully claiming under him. The plaintiff erected a conservatory on the land. Afterwards, a person claiming under the defendant brought an action of trespass against the plaintiff, who notified the defendant. The defendant paid no attention to the notice, and the plaintiff defended the action. A verdict was found against him, and he had to pay damages and costs. In an action against the defendant for breach of the covenant, *held*, (1) that the plaintiff could recover compensation for his expenses in building the conservatory; (2) (*Channell and Pigott*, B. B., doubting) that he could recover the damages and costs he had paid, and also his expenses in defending the action.—*Rolph v. Crouch*, Law Rep. 3 Ex. 44.

3. Husband and wife seized in fee in right of the wife, in April, 1860, by indenture demised land to C. for seven years, and C., and the defendant as his surety, covenanted to pay rent during the term. The deed was executed by all the parties; but the wife did not acknowledge it, as provided by statute. The lessee entered and occupied till August, 1866, when he left. The husband died in January, 1866, and the wife in January, 1867. The wife's executors sued the defendant on the covenant to recover rent due in June, 1866. *Held*, that the contract must be taken to have been for a term for seven years, terminable, at the option of the wife, after the death of the husband; and that, as the wife had allowed the lessee to retain possession, the lease was subsisting up to her death, and the plaintiffs could recover.—*Toler v. Slater*, Law Rep. 3 Q. B. 42.

LEASE.

The plaintiff held land under a lease, which it was doubtful whether he had a right to have renewed in 1885. A railway company took the land, paying the price of his present term, and agreeing to pay him a further amount (to be settled by arbitration) in case he should substantiate his right to a renewal. The com-

pany afterwards bought the reversion in fee. The plaintiff filed a bill against the company, praying a declaration of his right to a renewal and payment accordingly. *Held*, that the bill was maintainable.—*Bogg v. Midland Railway Co.*, Law Rep. 4 Eq. 310.

See LANDLORD AND TENANT; WILL, 3.

LEGACY.

1. In June, 1865, a dividend on certain shares held by the testatrix was declared, payable in July, 1865, and January, 1866. Testatrix died in December, 1865. *Held*, that the January dividend formed part of the *corpus* of her estate, and did not pass under a bequest of the annual income of such estate.—*De Gendre v. Kent*, Law Rep. 4 Eq. 283.

2. A testatrix, having a power to appoint property which was the subject of litigation, appointed it to A. "on trust, that, so soon as proceedings in law and equity shall be terminated, and the same shall come into his possession, that then he shall pay" certain legacies, "and as to the residue on other trusts." *Held*, that the legacies did not carry interest till the litigation ended, which was not till eighteen years after the death of the testatrix.—*Lord v. Lord*, Law Rep. 2 Ch. 782.

3. A testator charged the share of a residuary legatee with money due to him from the legatee on the security of a bond, and all interest thereon. The debt and interest exceeded the penalty. *Held*, that only the amount of the penalty could be deducted from the share.—*Mathews v. Keble*, 4 Eq. 467.

4. A testator gave £2,000 in trust for A. for life, remainder to her children; and, if she died without issue, then "to the next personal representatives" of A. A. died without issue, leaving a husband, a brother, a sister, and the child of a deceased sister. *Held*, that "next personal representatives" did not mean "executor or administrator," nor did it mean "next of kin according to the Statute of Distributions," but that it meant "nearest of kin," and that therefore the brother and sister were entitled as joint tenants.—*Stockade v. Nicholson*, Law Rep. 4 Eq. 359.

See ADEPTION; ADMINISTRATION, 1, 4; CHARITY; DEVISE; PERPETUITY; TRUST, 3; VESTED INTEREST, 2; WILL, 5.

LICENSE.

A. was licensed to sell beer not to be drunk on the premises; A.'s servant handed beer in a mug of A.'s through an open window in A.'s premises to a person who, after paying for it, drank it immediately, standing on the highway, close to the window. *Held*, that A. could not