

DIGEST OF ENGLISH REPORTS.

into his vendor's title, is affected with notice of what appears on it, applies to a tenant from year to year, and that E. should be enjoined from using the premises as a beer-shop. *Semble*, that, if D. had told E. that there was no restriction on the premises, the covenant could not have been enforced in equity against E.—*Wilson v. Hart*, Law Rep. 1 Ch. 463.

See INJUNCTION; POWER, 1.

LEGACY.—See POWER, 2; VESTED INTEREST, 2, 3; WILL.

LEGATEE.—See WILL.

LEGITIMACY.—See DESCENT, 1; LEGACY, 9.

LIBEL.

Proceedings held in gaol before a registrar, in bankruptcy, on the examination of a debtor in custody, are judicial, and in a public court; and a fair report of them is protected, though they reflect on a third person.—*Ryalls v. Leader*, Law Rep. 1 Ex. 296.

See INTERROGATORIES, 2.

LICENSE.—See JURISDICTION, 2.

LIGHT.

1. A bill for an injunction to restrain the erection of a building as obstructing the plaintiff's light will be dismissed, unless the plaintiff shows that he will sustain material damage; but it will be dismissed without prejudice to an action at law.—*Robson v. Whittingham*, Law Rep. 1 Ch. 442.

2. An injunction will be granted to restrain obstructions of light and air, in town or country, where there is such interference with comfort and carrying on business, that substantial damages would be given at law: and it is no defence that as much light remains as other persons find sufficient for the same purposes, or that the plaintiffs might make larger windows, or that they have put up Venetian blinds, or that their premises are not good for the purpose for which they are used, or that the defendant offers to use glazed tiles; and, in deciding whether sufficient damage is proved to sustain an injunction, the court is not bound by the finding of an appeal court on like facts as it would be bound by a decision on a point of law.—*Dent v. Auction Mart Co.*, Law Rep. 2 Eq. 238.

3. If half of the sky area, which has been previously open to a certain window of a town house, used by the plaintiff as a shop, is shut out by the defendant's new building, and the plaintiff is obliged, in consequence, to remove his workmen to another part of the house, he is entitled to relief; and, if a mandatory injunction is not prayed, an inquiry will be directed

as to the amount of damage.—*Martin v. Headdon*, Law Rep. 2 Eq. 425.

LIMITATIONS, STATUTE OF.

A letter by a debtor to his creditor, written before the debt was barred by the Statute of Limitations, and saying, "I will try to pay you a little at a time, if you will let me. I am sure that I am anxious to get out of your debt. I will endeavour to send you a little next week," held (by BRAMWELL and CHANNELL, B.B., MARTIN, B., *dissenting*), a sufficient acknowledgment within 9 Geo. IV. c. 14, sec. 1, to take the case out of the statute.—*Lee v. Wilmot*, Law Rep. 1 Ex. 364.

See ADMINISTRATION, 2; CONTRIBUTORY, 4; WILL, 12.

MARRIAGE.—See DESCENT; LEGACY, 9.

MARRIED WOMAN.—See HUSBAND AND WIFE; SEPARATE ESTATE.

MARSHALLING OF ASSETS.

A mortgagee who is made executor and legatee of his mortgagor is not bound to satisfy the mortgage out of the first sufficient sum of personal assets that comes to his hands; for, if he were, he could come against the real estate to the extent to which his legacy remained unsatisfied.—*Binn v. Nichols*, Law Rep. 2 Eq. 256.

MASTER AND SERVANT.

A. hired Indians, the heads of gangs of laborers, to clear his lands of brush-wood, at a job price to be paid their gangs. Through the negligence of the persons employed, sparks a fire on A.'s land set fire to a neighboring house of B. A. interfered with the work, and directed the Indians where to work. Held, that A. was a "Committant," and the laborers "Préposés," within the meaning of the *Code Civil* of Mauritius; and that A. was liable to B. for the damage caused.—*Sérandat v. Suisse*, Law Rep. 1 P. C. 152.

See CORPORATION, 3; EMBEZZLEMENT; NEGLIGENCE, 4.

MINES.—See COMPANY, 4; INJUNCTION; POWER, 1; WATERCOURSE, 1.

MISREPRESENTATION.—See CORPORATION, 4, 5; DAMAGES, 1; PLEADING, 2; VENDOR AND PURCHASER, 3.

MISTAKE.—See WILL, 1.

MORTGAGE.—See INSURANCE, 1; MARSHALLING OF ASSETS; PRODUCTION OF DOCUMENTS, 1.

NECESSARIES.—See HUSBAND AND WIFE.

NEGLECTANCE.

1. If one would be liable for injury occasioned by a cause of mischief, of whose existence he has knowledge, he will be equally liable, if he is negligently ignorant of its existence.—*Mercy Docks Trustees v. Gibbs*, Law Rep. 1 H. L. 93.