

DIGEST OF ENGLISH LAW REPORTS.

ment of the rent. The rent was refused by plaintiff, and it was paid into court. *Held*, that there was a forfeiture under the proviso not to allow an auction sale, notwithstanding C.'s assignment of his property; and that the claim of breach for non-payment of rent accruing subsequently, did not amount to a waiver of such forfeiture.—*Toleman v. Portbury et al.*, L. R. 7 Q. B. (Ex. Ch.) 344.

2. Statute of 4 Anne, ch. 15, § 10, protects tenants in respect of payments of rent made before notice of assignment of the reversion. L. demised premises to defendant for five years from July, 1864, at a rent of £55 per annum, payable quarterly; but paid down £170 as advance rent. L. subsequently mortgaged the premises to plaintiff. Afterwards B., claiming under a prior mortgage, commenced an action of ejectment against defendant, but abandoned it. Whereupon plaintiff's attorney wrote to defendant, saying that B. had abandoned his suit, and demanding the rent then due. *Held*, that in spite of the advance on account of rent, the defendant was liable to plaintiff from the time of demand, which, under the circumstances, was sufficient notice under the statute.—*Cook v. Guerra*, L. R. 7 C. P. 132.

3. Defendant in a conveyance to himself in fee covenanted for himself and his assigns, that the premises should not be used for a beer-shop. He subsequently leased the premises, and lessee covenanted not to carry on certain callings, not including that of selling beer, and defendant made a covenant for quiet enjoyment. Plaintiff, as assignor of this lease, opened a beer-shop on the premises, and defendant's vendor got an injunction from the chancery court to restrain him from carrying on the trade of selling beer. In an action on the express or implied covenants in defendant's lease, *held*, that the covenant for quiet enjoyment did not guarantee to the tenant that he might use the premises for any purpose not mentioned in the restriction in the lease.—*Bennett v. Atherton*, L. R. 7 Q. B. (Ex. Ch.) 316.

4. Plaintiff being an outgoing tenant, agreed with the incoming tenant for the value of certain things to be left on the place. It was the custom in such cases for the outgoing tenant and the landlord to make such an arrangement, the latter taking and paying for the things. The landlord informed the incoming tenant that rent was due from the outgoing tenant, and requested the former to pay the amount of valuation to him, the landlord, as was done. In an action by the outgoing tenant to recover

that amount from the incoming tenant, *held*, that there must be nonsuit.—*Strafford v. Gardner*, L. R. 7 C. P. 242.

See BANKRUPTCY, 3.

LEASE.—See BANKRUPTCY, 3; LANDLORD AND TENANT, 3; STATUTE OF FRAUDS, 1.

LEGACY.

1. Testator left two codicils. In the first he gave certain legacies, to each of his servants a year's wages, and to D. W. £2,000. In the second he gave a less sum to three of the legatees named in the first codicil, a year's wages "literally interpreted" to each of his servants, £2,000 to a new legatee, W. E., and D. W. was not mentioned. In other respects the two codicils were alike. A letter from testator's solicitor was offered at the probate, advising the testator to copy the first codicil. *Held*, that the legacies were cumulative, and the letter inadmissible.—*Wilson v. O'Leary*, L. R. 7 Ch. 448.

2. Testator *inter alia* directed his trustees to pay £100 to his wife yearly during her life, so long as she and his son E. should live together, "but if they should cease to reside together," payment to cease. The widow and son lived together until his death. *Held*, that the payment did not cease at his death.—*Sutcliffe v. Richardson*, L. R. 15 Eq. 606.

3. A testator gave power to his trustees to sell real and personal estate, if they should think fit, and out of the residue of his real and personal estate to pay certain legacies. *Held*, that from the four corners of the will, it was a case for the payment of legacies out of both real and personal *pro rata*.—*Allan v. Gott*, L. R. 7 Ch. 439.

See WILL, 2.

LEGAL REPRESENTATIVE.—See CONSTRUCTION, 3. LEGATEE.—See WILL, 6.

LESSOR AND LESSEE.—See BANKRUPTCY, 3.

LETTERS.—See PRACTICE, 4; STATUTE OF FRAUDS, 1.

LETTERS-PATENT.

1. An American patented his invention in America, France, and England in the same year. The patent had run out in France, and was nearly out in America. *Held*, that it was not policy to renew it in England.—*In re Winan's Patent*, L. R. 4 P. C. 93.

2. On an application for an extension the judiciary committee required an intelligible statement of previous profits and losses on the patent to be filed, and without such statement refused to prolong the patent. Costs were awarded the *bona fide* opponents of the petition in the lump.—*In re Wield's Patent*, 4 P. C. 89.