

DIGEST OF ENGLISH LAW REPORTS.

L. married again, and died leaving a widow. *Held*, that L.'s widow took under the will.—*In re Lyne's Trust*, L. R. 8 Eq. 65.

2. Bequest to A. B. for life, and after her death to eight, equally, their interests to be vested from the death of the testator; and in case of the death of any of the eight before the tenant for life, the share of those so dying to be paid to the survivors equally. The eight legatees survived the testator, but all died before the tenant for life. *Held*, that the survivorship was to be referred to the death of the tenant for life, and that, as none survived that moment, each took his original gift.—*Marriott v. Abell*, L. R. 7 Eq. 478.

3. A bequest to testator's wife and executrix absolutely, "for the benefit of herself and children," creates a joint tenancy among the children which is not severed by the marriage of a daughter. *Seem*, the wife takes a life estate. *Armstrong v. Armstrong*, L. R. 7 Eq. 518.

See CHARITY, 1, 2; DEVISE, 1; FORFEITURE; PERPETUITY; WILL, 7-14.

LEGISLATURE—See PARLIAMENT.

LIBEL.

1. At a meeting of a board of guardians, at which reporters were present, a member, E., said "he hoped the local press would take notice of this (the plaintiff's) very scandalous case," and requested the chairman, P., to give an outline of it. P. did so, and said, "I am glad gentlemen of the press are in the room, and I hope they will take notice of it." There was other language to the same effect. A correct but condensed summary of the proceedings, containing remarks defamatory of the plaintiff, which were made at the meeting, was afterwards published in two local newspapers. *Held* (Exch. Ch. *per* KEATING, MONTAGUE SMITH, & HANNEN, JJ., BYLES & MELLOR, JJ., *dissentientibus*), that there was evidence to go to the jury of publication of the libel in the newspapers by E. and P.—*Parkes v. Prescott*, L. R. 4 Exch. 169.

2. A report of the directors of a company contained the following statement: "The shareholders will observe that there is a charge of £1306 for deficiency of stock, which the manager is responsible for. His accounts have been badly kept, and have been rendered to us very irregularly." This report was printed and sent to the shareholders, according to the usual practice, by order of a general meeting. *Held*, that, in the absence of evidence of express malice, the printing and publication of the report was privileged.—

Lawless v. Anglo-Egyptian Cotton Co., L. R. 4 Q. B. 262.

3. The defendant, in a privileged communication, described the plaintiff's conduct as "most disgraceful and dishonest." The conduct so described was equivocal, and might honestly have been supposed by the defendant to be as he described it. *Held*, that the above words were not of themselves evidence of actual malice. (Exch. Ch.)—*Spill v. Maule*, L. R. 4 Exch. 232.

See INJUNCTION.

LICENSE—See NEGLIGENCE.

LIEN—See COLLISION, 3; FRAUDULENT CONVEYANCE, 2.

LIGHT.

Plaintiff pulled down a building with ancient lights, and put up a new one with larger windows only partially coinciding with the old ones. There were also additional windows. The owner of the servient estate obstructed the light of the substituted windows. An injunction was refused.—*Heath v. Bucknall*, L. R. 8 Eq. 1.

LUNATIC—See DOMICILE.

MALICE—See LIBEL, 2, 3.

MARRIAGE SETTLEMENT—See DEED; FRAUDULENT CONVEYANCE; SEPARATION DEED; WARD OF COURT; WIFE'S EQUIT.

MARRIED WOMAN—See HUSBAND AND WIFE.

MARSHALLING OF ASSETS.

Land was mortgaged to secure £1500. By a later deed, the same and other land, and some personalty, were mortgaged to secure the old and a new debt. The mortgagor died intestate. In a case between the administrator and heir-at-law: *Held*, that the first mortgaged land was first liable for the £1500. The new debt to be apportioned between the realty and personalty.—*Lipscomb v. Lipscomb*, L. R. 7 Eq. 501.

See BANKRUPTCY, 4, 5; CHARITY, 1; DEVISE, 2; PARTITION.

MASTER AND SERVANT—See CONTRACT.

MISDEMEANOR—See ASSAULT.

MISTAKE—See AWARD; BOND.

MONEY HAD AND RECEIVED—See AWARD, 2.

MORTGAGE.

1. A creditor agreed to remit part of the debt, on the debtor's giving him a mortgage for the balance. A mortgage was afterwards given with a power of sale, but also with a proviso, that, if the mortgage debt should not be paid within two years, or if any other condition should be broken, the whole of the original debt should be recovered. It also recited that the agreement had been made without