

DIGEST OF ENGLISH LAW REPORTS.

MERGER.—See FISHERY.

MILITARY OFFICER.—See LIBEL.

MORTGAGE.

1. A. agreed to let B. a house, into which B. was to put fittings worth £500, and then, upon payment of £1000, to take a lease for twenty-one years of the premises so fitted up. A. was also to lend B. on "the said premises as fitted up," &c., £1000. B. fitted up the premises, and became bankrupt before the lease was made or money paid. *Held*, that A. was equitable mortgagee of the premises for the £1000, and entitled to the fittings as against B.'s assignee. (Exch. Ch.)—*Tebb v. Hodge*, L. R. 5 C. P. 73.

2. A mortgagee is bound to convey and to hand over the title deeds to any person having an interest in the equity of redemption, though only partial, by whom he is paid off. But the conveyance should be expressed to be subject to the rights of redemption of all the persons who hold other interests. When the party redeeming has only contracted to purchase an interest in the premises, the mortgagee need not convey until the party has accepted the title.—*Pearce v. Morris*, L. R. 5 Ch. 227; *s. c.* L. R. 8 Eq. 217.

See FIXTURES; POWER, 1; REDEMPTION SUIT.

NAME.—See INJUNCTION, 1.

NECESSARIES.—See HUSBAND AND WIFE, 2.

NEGLIGENCE.

Defendants, in pursuance of a contract, laid down a gas-pipe from the main to a meter in the plaintiff's shop. Gas escaped from a defect in the pipe, and the servant of a third person, a gas-fitter, went into the shop to find out the cause, carrying a lighted candle. The jury found that this was negligence on his part. The escaped gas exploded, and damaged the shop. *Held*, that, irrespective of any question as to the form of action, a verdict in favor of the plaintiff for the damages sustained should not be disturbed because of the negligence of a stranger both to him and to the defendant.—*Burrows v. March Gas & Coke Co.*, L. R. 5 Ex. 67.

See CARRIER; PUBLIC EXHIBITION; RAILWAY; SOLICITOR.

NEW ASSIGNMENT.—See PLEADING, 1.

NEXT FRIEND.—See HUSBAND AND WIFE, 4.

NOTICE.

If the purchaser under a contract for the sale of land knows it to be occupied by a tenant, he is affected with notice, as against the vendor, in case the tenant has a lease, although he did not know it in fact; and he cannot

maintain a bill for specific performance with compensation against the vendor.—*James v. Lichfield*, L. R. 9 Eq. 51.

See BILLS AND NOTES, 3; COMPANY, 5.

NOVATION.

1. Company X. granted an annuity charged on its assets to A. Afterwards X. transferred its assets and liabilities to Z.; and A., knowing that X. and Z. "were one," received some payments from Z., and gave some receipts to it. His certificates of identity referred to him as described in a grant from X., and said grant was never exchanged for one from Z. *Held*, that, as a conclusion of fact, A. had not accepted Z. as his debtor in place of X.—*In re Family Endowment Society*, L. R. 5 Ch. 118; *In re National Provincial Life Assurance Co.*, L. R. 9 Eq. 806.

2. A., the holder of a policy of life insurance issued by Company X., after he knew that X. had transferred its assets and liabilities to Z., and had ceased to carry on business, paid the premiums on his policy to Z. for thirteen years, and on the dropping of the life sent in a claim to Z. *Held*, that A. had released X., and had accepted Z. as his debtor instead.—*In re National Provincial Life Assurance Co.*, L. R. 9 Eq. 806.

3. A., the holder of a policy of life insurance issued by Company X., received notice that X. had been dissolved, and had transferred its liabilities and assets to Z., and that he was entitled to have his "policy exchanged for a new one, or an indorsement made thereon, on the part of Z., guaranteeing its due fulfilment." A. thereupon sent his policy to Z., and Z. indorsed it, charging the property of Z. with liability under it, provided future premiums were paid to Z. A. paid one premium, and on the dropping of the life sent in his claim to Z. *Held*, that A. had released X., and accepted Z. as his debtor instead.—*In re International Life Assurance Society & Hercules Insurance Co.* L. R. 9 Eq. 816.

PARISH.—See WAY.

PARTIES.

Vendors of land filed a bill for specific performance or rescission of the agreement, and made a sub-purchaser of a part of the land a defendant. The sub-purchaser now brings a bill for specific performance against his vendor, and makes the original vendors defendants, who demur. *Held*, that as they had made the plaintiff a defendant to their bill, he was right in joining them.—*Fenwick v. Bulman*, L. R. 9 Eq. 165.