

DIGEST OF ENGLISH LAW REPORTS.

by the assignment, and that he was liable for the rent.—*White v. Hunt*, L. R. 6 Ex. 32.

LEASE.—See CONTRACT, 1, 2; LANDLORD AND TENANT.

LEGACY.—See ANNUITY; EXECUTOR, 2; LIEN, 1.

LEX FORI.—See CONFLICT OF LAWS, 1.

LIEN.

1. A testator bequeathed a legacy to each of his daughters on condition that they should convey to his sons certain real estate; in case of their not performing the condition the legacies were to form part of the residuary estate, all of which he bequeathed to his sons. The daughters conveyed the real estate, but the legacies were not paid. *Held*, that the legacies did not constitute a charge on the real estate in the nature of a vendor's lien.—*Barker v. Barker*, L. R. 10 Eq. 438.

2. The articles of a company provided that the company should have a lien on the shares, debentures, and dividends of any member absolutely or contingently indebted to the company. H. was a member and a holder of debentures; he mortgaged his debentures, and certificates were issued to the mortgagees certifying that they had been entered on the register as the proprietors, but no notice was given to them of the company's lien. Subsequently calls were made on the shares of H., which were not paid. *Held*, that the company had waived their lien by their own conduct.—*In re Northern Assam Tea Co.*, L. R. 10 Eq. 458.

LIFE ESTATE.—See WILL, 2.

LIMITATIONS, STATUTE OF.

The Statute of Limitations (3 & 4 Wm. 4, c. 27, sec. 28), provides that a mortgagor shall not bring a suit to redeem but within twenty years, unless an acknowledgment of his title shall have been made in writing signed by the mortgagee; and when there shall be more than one mortgagee, such acknowledgment shall be effectual only against the persons signing it. Two joint mortgagees had been in possession for more than twenty years, and one of them made the acknowledgment. *Held*, that the acknowledgment must be by both in order to entitle the mortgagor to redeem.—*Richardson v. Younge*, L. R. 10 Eq. 275.

MAINTENANCE.—See EQUITY, 1.

MALICE.—See SLANDER.

MALICIOUS PROSECUTION.—See MASTER AND SERVANT, 1.

MASTER AND SERVANT.

1. Actions for assault, false imprisonment, and malicious prosecution. There was "a scuffle" in a railway-station yard between A. and two persons; W., the plaintiff, denied that

he took part in it, but after he had left the station and was walking away he was delivered into custody by A. A. was a constable in the employ of the defendants, under a rule by which he might "take into custody any one whom he may see commit an assault upon another at any of the stations, and for the purpose of putting an end to any fight or affray; but this power is to be used with extreme caution, and not if the fight or affray is at an end before the constable interposes." *Held*, that the act of A. was beyond the scope of his employment.

The defendants' attorney appeared to conduct the prosecution of W. The depositions of A. and other servants of the company contained evidence of violent assaults upon them in the exercise of their duty. *Held*, that there was no evidence of ratification, it not appearing that the original act was done on behalf of the company, nor that the attorney knew of the circumstances of the imprisonment; *held also*, that the *onus* was on the plaintiff to shew absence of probable cause, and there was no proof of it.

S. took part in the struggle above mentioned, and was wrongfully given into custody by A. *Held*, that there was evidence that A. was acting within the scope of his employment.—*Walker v. South Eastern Railway Co.*; *Smith v. Same defendants*, L. R. 5 C. P. 640.

2. The defendant owned a vessel, and employed K., a stevedore, to unload it. K. employed other laborers, and among them the plaintiff and D., one of the defendant's crew, all of whom were paid by K. and were under his control. While at work the plaintiff was injured by D.'s negligence. *Held*, that D. was acting as K.'s servant, and that the defendant was not liable.—*Murray v. Currie*, L. R. 6 C. P. 24.

See EQUITY, 1.

MISREPRESENTATION.—See VENDOR AND PURCHASER, 3.

MISTAKE.—See ARBITRATION; CARRIER; PRINCIPAL AND AGENT, 4.

MORTGAGE.

A mortgagee in possession sold, under a power of sale, part of the mortgaged estate for a sum greatly exceeding the interest and costs due. *Held*, that after paying the interest and costs due at the time of the sale, the mortgagee must apply the balance in part discharge of the principal, or pay it over to the mortgagor.—*Thompson v. Hudson*, L. R. 10 Eq. 497.

See EXECUTOR, 1; EXTINGUISHMENT; LIMITATIONS, 1.