Digest of English Law Reports.

Husband and Wife.—See Courtesy; Guaranty; Marriage.

Implied Warranty.—See Bill of Lading.

Infant.

Agreement between the appellants and the respondent, an infant, was to work for appellants for five years, at certain weekly wages. There was a proviso, that if the appellants ceased to carry on their business, or found it necessary to reduce it, from their being unable to get materials, or from accident, or strikes, or combination of workmen, or from any cause out of their control, they could terminate the contract on fourteen days' notice. In an action on this agreement by appellants for loss of service, under the Employers and Workmen Act, 1875 (38 & 39 Vict. c. 90), *held*, that the agreement was not in itself inequitable, but its character depended upon whether its provisions were common in such labour contracts at that time, upon the condition of trade, and upon whether the wages were a fair compensation for the infant's services,—all which circumstances were necessary to the construing of the contract.—*Leslie* v. *Fitzpatrick*, 3 Q. B. D. 229.

Injunction.—See Covenant, 1.

Insurance.

1. Plaintiff insured his house, worth £1,500, for £1,600. The Board of Works subsequently took the property under statutory power; the price had been agreed, and the abstract of title furnished and accepted, when a fire destroyed the house. *Held*, that the dealings between the Board and the plaintiff did not affect the contract, and the defendants must pay £1,500, the value of the house.—*Collingridge* v. *The Royal Exchange Assurance Corporation*, 3 Q. B. D. 173.

2. Two ships belonging to the same owner collided, and one of them sank and became a total loss. The owner paid into court the amount of tonnage liability in respect of the ship in fault, under the provisions of the Merchant Shipping Acts. The underwriters on the ship lost claim to be entitled to a portion of this, as they would have been had the ships belonged to different parties. *Held*, that their right in such case existed only through the owner of the ship insured, and not independently, and as he could not sue himself, they could not recover.—*Simpson* v. *Thompson*, 3 App. Cas. 259

Intention.—See Domicile.

Issue.—See Devise.

Jurisdiction.—See Mortgage.

Jury.—See Bill of Lading; Negligence.

Landlord and Tenant.—See Fixtures.

Lapse.—See Bequest.

Lease.

Plaintiff became the owner of a lease of two farms, at a rent of £310 per annum. The lease contained, *inter alia*, a covenant on the part of the lessee not to mow meadow-land more than once a year, and not to underlet any part of the premises without the consent in writing of the lessor; but such consent was not to be withheld if the proposed sub-lessee was a respectable and responsible person. It was provided, that, if the lessee should wilfully fail to perform the covenants, or if he should become bankrupt, or make a composition with his creditors, or if execution should issue against him, the lessor might re-enter. Eight years before the expiration of the lease, plaintiff entered into negotiations with the defendant, a respectable and responsible person, for an underlease of one of the farms, on the terms under which he himself held it; and he stated that he paid £220 rent for it. An arrangement was made, accordingly, by which defendant was to have possession June 24. Before that time, defendant's solicitors had objected to the above provisions in the original lease, and had noted the same on the margin of a draft lease sent them by plaintiff's solicitors, in pursuance of the arrangement between plaintiff and defendant. They suggested a modification of the original lease. They did not object that plaintiff held no separate lease for the farm at the rent which he stated he paid. While the negotiations were pending, defendant, on June 24, took possession. Subsequently, the modifications not being procured, defendant refused the lease; and, in an action for specific performance, or for damages, it was *held* that taking possession was only evidence of a waiver of objection to the title, and could be rebutted; that, by not noting objection to the plaintiff's holding no separate lease at £220 rent, defendant had waived that; that if the sub-lessee was a respectable and responsible person, the written consent of the lessor to the sub-lessee was unnecessary; that the covenant against mowing meadow-land more than once a year was not an unusual covenant; but that the provision for re-entry on bankruptcy, &c., of the lessee was unusual, and the defendant was not bound to specific performance, nor liable in damages.—*Hyde* v. *Warden*, 3 Ex. D. 72.

See Covenant, 2, 3; Specific Performance, 1, 2.

Legacy.—See Bequest.

Lien.—See Attorney and Client, 2; Vendor's Lien.

Life-Estate.—See Devise, 4.

Limitation of Liability.—See Common Carrier.

Loan.—See Partnership.

Marine Insurance.—See Insurance, 2.

Market.—See Sale.

Marriage.

B. and S., Portuguese subjects and first cousins, went through the form of marriage in 1864 in London, in accordance with the requirements of English law. Subsequently they both returned to Portugal, and have never lived together. By the law of Portugal, marriages between first cousins are null and void; but the Pope may grant a special dispensation which legalizes such a marriage. *Held*, reversing the decision of Sir R. Phillimore, that a petition for nullity of the marriage ought to be granted.—*Sottomayor* v. *De Barros*, 3 P. D. 1; S. C. 2 P. D. 81; 12 Am. Law Rev. 99.

Married Women;—See Anticipation; Courtesy.

Measure of Damages.—See Ancient Lights.

Misrepresentation.—See Vendor and Purchaser.

Mistake.—See Specific Performance.