

DIGEST OF THE ENGLISH LAW REPORTS.

notes, and other securities for money in my hands at the time of my decease, and all moneys thereon." *Held*, that the money at the banker's did not pass under the bequest.—*Hopkins v. Abbott*, L. R. 19 Eq. 222.

2. Testator bequeathed an annuity to "my housekeeper, M. R., whether living in my service at the time of my death or not." Some years prior to his death, and for a considerable period, M. R. was the testator's housekeeper; but she quitted his service in 1867, and married in 1871. E. R., the sister of M. R., was, at the dates of the testator's will and death, in his service as his housekeeper, having entered it in 1870. *Held*, that E. R. was entitled to the annuity.—*In re Nunn's Trusts*, L. R. 19 Eq. 331.

3. A testator who owned stock in the public funds, and stock and partly paid up shares in a railway company, bequeathed "all such stocks in the public funds or shares in any railway" of which he might die possessed. *Held*, that the railway stock passed under the bequest.—*Morrice v. Aylmer*, L. R. 10 Ch. 148.

4. The lessee of a house held upon ground rent bequeathed the rental of the house to his wife for life to be paid to her monthly, and after her decease gave the house to his son R. subject to the lease, but directed that R. should have no power to sell the same, and that the rents should be received by, and that all matters appertaining to the property should be under the management of the testator's executors. The testator further directed that upon the death of R. without issue, his share should be divided between the surviving children of M. The executors paid the rents to the widow during her life, and after her death to R. for life. R. died without issue. *Held*, that the assent of the executors to the life estates in the rents bequeathed to the widow and R. was assent to the bequest in remainder, and that the legal estate in the leasehold vested in the executors as trustees, but that upon the death of R. without issue their trust ceased, and the legal estate vested in the surviving children of M.—*Stevenson v. Mayor of Liverpool*, L. R. 10 Q. B. 81.

See ADVANCEMENT; RESIDUE; VESTED INTEREST.

LETTERS.—See FRAUDS, STATUTE OF, 3.
LIBEL.

The Court of Chancery has no jurisdiction to restrain the publication of a libel, even though it will injure property.—*Prudential Assurance Co. v. Knott*, L. R. 10 Ch. 142.

LICENSE.

A license from a highway board to a gas company to open the road to lay gas-pipes is not a license to commit a nuisance: and an agreement by the gas company to restore the road to its original condition and pay 1s. per yard of road opened, is a contract upon good consideration.—*Edgeacre Highway Board v. Harrow Gas Co.*, L. R. 10 Q. B. 92.

LIEU.—See SALE; TRUST, 1.

LIQUIDATION.—See RECEIVER.

LUNACY.—See CONVERSION, 2.

MARRIAGE.

A marriage may be established upon the preponderance of repute, although there is repute against the reputed marriage as well as for it.—*Lyle v. Ellicood*, L. R. 19 Eq. 98.

See SETTLEMENT.

MARSHALLING ASSETS.

Specific devisees of real estate must contribute ratably with a residuary devisee, if the personality is insufficient for payment of the testator's debts.—*Lancefield v. Iggilden*, L. R. 10 Ch. 136.

MASTER AND SERVANT.

The owners of a mine appointed a manager of their mine, as required by statute. From the negligence of the manager an explosion occurred, and a miner was killed. *Held*, that the manager, although appointed in pursuance of a statute, was a fellow-servant of the miner, and that the owners were therefore not responsible for the miner's death.—*Howells v. Laidore Steel Co.*, L. R. 10 Q. B. 62.

See NEGLIGENCE, 1; PILOT.

MILL.—See EASEMENT.

MINE.

Bill praying an injunction to restrain the working of a mine which, it was alleged, could not be worked without letting a river and flooding the defendant's mine and through that the plaintiff's mine. Demurrer overruled.—*Crompton v. Lea*, L. R. 19 Eq. 115.

See MASTER AND SERVANT.

MORTGAGE.—See BANKRUPTCY, 1.

MULTIFARIOUSNESS.—See BILL IN EQUITY.

NEGLECTANCE.

1. The plaintiff, one of the travelling inspectors of the carriage and waggon department on the A. railway, while travelling under a pass from the A. railway, was injured while the train was passing over the road of the B. railway, over which the A. railway had running powers. The injury was caused by the negligence of the A. railway, with, it seems, some contributory negligence on the part of the B. railway. *Held*, that the plaintiff was not entitled to recover.—*Armstrong v. Lancashire and Yorkshire Railway Co.*, L. R. 10 Ex. 47.

2. The plaintiff was travelling on the defendants' railway in a car containing its full complement of passengers. On the arrival of the train at a station other passengers got in, notwithstanding the plaintiff's remonstrance, and to his great inconvenience. On the train's arrival at another station several more passengers attempted to get in, but were prevented by the plaintiff and the other passengers, and the carriage door was opened by some one after the train was in motion. A porter closed the door hastily just as the carriage was entering the tunnel, and the plaintiff in the struggle going on got his thumb crushed in the door. The jury found