agent in England. The agent sent the two documents to the plaintiff, who retained the bill of lading, but returned the bill of exchange unaccepted, on the ground that P. had not complied with his order. The plaintiff presented the bill of lading to the defendant, but he, being advised by P.'s agent, refused to deliver the cotton. On a case stated, the court having power to draw inferences of fact: *Held* (Cleasby, B., *dubitante*), that P.'s intention was, that the bill of lading should not be handed over until the bill of exchange was accepted; that no property, therefore, passed to the plaintiff, and the defendant's refusal was right. (Exch. Ch.)—*Shepherd* v. *Harrison*, L. R. 4 Q. B. 493; s. c. *ib.* 196; 3 Am. L. Rev. 713, 714.

Seal—*See* Company, 1.

Set-off—*See* Bankruptcy, 2, 3.

Settlement—*See* Wife's Equity.

Ship—*See* Admiralty; Collision; Insurance, 2, 4.

Slander—*See* Libel.

Specific Performance.

1. In a bill filed by a purchaser for specific performance of a contract to sell land, it was alleged that the defendant P. informed the plaintiff that a written agreement was executed, and "that P. entered into the said agreement . . . as the agent for" the plaintiff, but that P. refused to give the plaintiff the benefit of the contract. It appeared by the bill that the agent was appointed orally. Demurrers by the two defendants, the agent and the vendor, were overruled. A written contract was sufficiently alleged, and would be enforced, although there was no written appointment of the agent.—*Heard* v. *Pilley*, L. R. 4 Ch. 548.

2. The whole of an estate, except a small plot, was put up for sale in lots, subject to the restriction that no public house should be built upon "the property." In the particulars of sale the property was described as the M. estate, and in the plan annexed, all the lots were colored, but the excepted plot was uncolored like the lands of adjoining owners, though, unlike them, it was not marked with the owner's name. There was nothing else to show that the vendor owned said plot. It was improbable that a public house would be built on any of the adjoining estates. A suit for specific performance was brought against one who had purchesed a lot within a hundred yards of the excepted plot, believing that the whole of the vendor's estate was included in the particulars, and so would be subject to the restriction. *Held*, that the vendor could only compel it on entering into a restrictive covenant as to the excepted plot.—*Baskcomb* v. *Beckwith*, L. R. 8. Eq. 100.

Stamp.

1. S. agreed by writing to become a member of a mutual insurance company in respect of an insurance for £300 on his own ship; but no stamped policy was ever executed. He paid a call for losses of other members, and made a claim for a loss of his own, but before it was paid the association was ordered to be wound up. *Held*, that S. was not a contributory. The contract was invalid for want of a stamp under 35 Geo. III. c. 63.—*In re London Marine Insurance Association*, L. R. 4 Ch. 611.

2. A., a married woman, was next of kin to one who died domiciled in England, intestate, and leaving personal property there. A.'s husband, B., did not reduce said property to possession in A.'s life, and after A.'s death did not take out administration to her. A. and B. were always domiciled in America, and died leaving a child, C., there. C. empowered D., in England, to take out administration for him. D. took out one to C.'s father, B., and one to A. *Held*, that this was right, and that a stamp duty was payable on each. Lord Westbury *diss.* on the ground that by the law of A.'s domicile, of which the court were bound to take notice, it would have been sufficient to take one out to A.

When interest is recoverable by the letters of administration it is chargeable with duty under 55 Geo. III. c. 184.—*Partington* v. *Attorney-General*, L. R. 4 H. L. 100.

Statute.

The defendants being empowered by a private act of Parliament to render navigable the River B., in doing so erected staunches therein, which, together with weeds, caused silt to accumulate, and thus caused the river to overflow the plaintiff's bank. The weeds might have been cut, or the silt dredged so as to prevent this. *Held*, that, as neither cutting nor dredging was shown to be necessary for purposes of navigation, and no negligence was proved, defendants were not liable.—*Cracknell* v. *Mayor of Thetford*, L. R. 4 C. P. 629.

See Bankruptcy, 1–3; Codicil; Collision; Fraudulent Conveyance; Insurance, 1; Patent; Revocation of Will; Stamp, 1; Voter.

Statute of Frauds—*See* Specific Performance, 1.

Tenancy in Common.

Co-owners of lands worked a quarry on part