

DIGEST OF ENGLISH LAW REPORTS.

were discounted by C., but before they matured both said banks suspended payment. C. proved against both banks and recovered a dividend from both. *Held* that the B. bank might prove against the A. bank for the amount it had paid to C.—*In re Oriental Commercial Bank*, L. R. 12 Eq. 501.

See BANKRUPTCY, 2.

PROXIMATE CAUSE.—*See* COLLISION.

RAILWAY.

By 17 & 18 Vict., c. 31, no railway company shall give any undue or unreasonable preference or advantage to any person or company, nor subject any company or person to any undue or unreasonable prejudice or disadvantage. The plaintiff had a general authority from certain traders to receive all goods consigned to them, and arriving at a certain station on a railway. The railway refused to deliver goods to the plaintiff without a special order describing the goods in each case, though no such order was required of an agent of their own who was employed at the station to receive and distribute goods. *Held*, that the railway had subjected the plaintiff to undue disadvantage.—*Parkinson v. Great Western Railway Co.*, L. R. 6 C. P. 554.

See LIEN; NEGLIGENCE, 1; SPECIFIC PERFORMANCE, 1.

REAL ESTATE.—*See* SETTLEMENT, 1; STATUTE.

RELEASE.—*See* SURETY, 1.

RELIGIOUS INSTITUTION.—*See* CHARITABLE INSTITUTION.

REMAINDER.—*See* BEQUEST, 4, 6; DEVISE, 1-3; REVERSIONARY INTEREST; TRUST, 1.

REMAINDER-MAN.—*See* TENANT FOR LIFE.

RENTS AND PROFITS.—*See* MORTGAGE, 2.

REPAIRS.—*See* TENANT FOR LIFE.

RESERVATION.

The appellant granted land to G., "reserving, all and sundry, the coal and limestone within the bounds of the land specified, so as it shall be lawful for the said Duke to set down coal-pits, &c., and win coal and limestone within the bounds of the said lands; and to make all engines and easements necessary for carrying on the said coal and limestone work, and free entry thereto for making sale thereof and taking the same." *Held* (LORD CHELMSFORD, dissenting), that the appellant had by the reservation the absolute property in said coal and limestone, and might make a tunnel through them for the passage of other coal belonging to him in land adjacent.—*Duke of Hamilton v. Graham*, L. R. 2 H. L. Sc. 165.

RESIDENCE.—*See* DOMICILE.

RESIDUARY ESTATE.—*See* BEQUEST, 2, 4, 10.

RESIDUARY LEGATEE.—*See* EQUITY PLEADING AND PRACTICE; SET-OFF.

REVERSION.

A testator devised certain estates on trust to pay the income to his daughter, until she being discoverd, should do any thing whereby said income should be aliened, or become receivable otherwise than by herself personally, in which event the income to be upon such trust for said daughter or her child, children, or remoter issue, as the trustees should think proper. An event happening as above described, it was *held* that the possibility that the trustees would appropriate some part of the said income to the daughter did not vest in her a reversionary interest contingent upon the discretion of the trustees.—*Milne v. Milne*, L. R. 2 P. & D. 295.

See SALE.

SALE.

Reversionary personal estate to which an infant was entitled was sold by order of court, a condition of sale being that the purchaser should not dispute the jurisdiction of the court to order such sale. *Held*, that the condition was proper and reasonable. It appears that as the purchaser knew the facts in the case, he could not have disputed the jurisdiction, had such condition been omitted.—*Nunn v. Hancock*, L. R. 6 Ch. 850.

See BEQUEST, 3; FRAUDS, STATUTE OF; INSURANCE, 2; MORTGAGE, 1; PIRACY; SETTLEMENT, 1; WARRANTY.

SALVAGE.

1. A propeller fell in with a steamer in distress, and agreed to tow her to Lisbon for a certain sum, the weather at the time being rough and threatening. After the towing had been undertaken the wind and sea became much heavier, and the hawsers connecting the vessels were several times parted. Finally the steamer was anchored, and her crew taken for the night into the propeller. The master of the propeller then informed the master of the steamer that he considered the contract to tow for said sum to be at an end, and the master of the steamer acquiesced. Next day, with much difficulty and danger, the steamer was towed by the propeller into Lisbon. The owners of the steamer paid the said contract price into court, with an additional sum to pay for quarantine expenses and demurrage incurred by the propeller in consequence of her putting into Lisbon. *Held*, that no such circumstances as to vacate the contract intervened; that there was no voluntary abandonment of said contract; that tendering said additional sum was not an admission that said contract was