

DIGEST OF ENGLISH LAW REPORTS.

2. The memorandum of sale of a leasehold house stated that it was the property of A., deceased, and that the sale was by direction of the executors, not naming them, and was signed by the auctioneer, as agent "for the vendors." A. was a domiciled Scotchman, and had, by will, named seven persons, and the acceptors of them, as executors. Two only accepted office, and confirmation was granted to them in the English Court of Probate subsequently to the contract of sale. *Held*, that the contract was valid, and specific performance was decreed.—*Hood v. Barrington*. Law Rep. 6 Eq. 218.

FRAUDULENT CONVEYANCE—*See* BANKRUPTCY, 1.
FREIGHT.

1. A mortgagee of a vessel intervening by taking possession, or, when that is impossible, by giving notice to the mortgagor and the charterers, before the freight is payable, though after it is earned, is entitled to the freight as against the assignee in bankruptcy of the mortgagor. (BRAMWELL, B., *dissentiente*.)—*Rusden v. Pope*, Law Rep. 3 Ex. 269.

2. F., a ship owner at L., requested the defendants to purchase goods for him at C., to be shipped on board his ship, which was then on its way to C., consigned to the defendants; and, as the goods were to be shipped on owner's account, he consented to a nominal rate of freight being inserted in the bill of lading. Before the execution of the order, the ship was transferred to the plaintiff. The defendants, having no notice of the transfer, executed the order, and put the goods on board the ship; the master—who also had no notice of the transfer—signing bills of lading to the defendants' order, "Freight for the said goods free on owner's account." Before the arrival of the ship at L., F. stopped payment, and the defendants claimed to stop the goods *in transitu*. On her arrival, the plaintiff took possession and claimed freight. On a case stated, *held*, that the plaintiff was not entitled, as against the defendants, to freight, or a sum equal to freight, for the carriage of the goods.—*Mercantile Bank v. Gladstone*, Law Rep. 3 Ex. 233.

See INSURANCE, 1; PRIORITY, 4.

GENERAL AVERAGE.

A ship sailed from L. for C. with 2,000 tons of salt. The day after she sailed, the ship struck on a bank, and, after throwing overboard 1,000 tons of the salt, was got off, and got back to L., where the remainder of the salt was unloaded, and was found to be badly damaged. The charterer had paid freight in advance. In an action by the ship owner against

an underwriter, to recover a general average contribution in respect of the salt jettisoned, on a case stated for the opinion of the court as to the principle by which the average-stater was to be guided in ascertaining the value of the jettisoned goods: *held*, that the salt jettisoned was to be valued at the price which it would have been worth at L., if brought back there, taking into account the probability of its arriving there in a sound or a damaged state, or in a state in which it could have been forwarded, so as to take advantage of the prepaid freight.—*Fletcher v. Alexander*, Law Rep. 3 C. P. 375.

GENERAL WORDS—*See* STATUTE, REPEAL OF.

GUARANTY—*See* LANDLORD AND TENANT, 2.

HEIRLOOM.

A testator gave chattels to trustees, in trust for the persons who for the time being should, under the limitations of a settlement, be in actual possession of certain estates, to the end that the chattels might be deemed heirlooms, to go along with the said estates so far as the rules of law or equity would permit; but so, nevertheless, as that the chattels should not, for the purpose of transmission, vest absolutely in any person who, under the settlement, should become seised of the estates for an estate of inheritance, unless such person should attain twenty-one, or, dying under age, should leave issue inheritable under the settlement. The first tenant in tail, in possession under the settlement, died without issue, under twenty-one. *Held*, that the estate of the first tenant in tail was thereby terminated, but that there were no words which carried over the chattels in that event to any other tenant for life or in tail, and that therefore the chattels passed by a residuary clause in the will.—*Harrington v. Harrington*, Law Rep. 3 Ch. 564.

HIGHWAY—*See* WAY, 2.

HUSBAND AND WIFE.

1. A woman, living for sufficient cause apart from her husband, had living with her their child, against her husband's will; the court having given her the custody. She had no adequate means of support. *Held* (COCKBURN, C. J., *dissentiente*), that she had authority to pledge her husband's credit for the reasonable expenses of providing for the child.—*Bazeley v. Forder*, Law Rep. 3 Q. B. 559.

2. A man covenanted to pay a woman an annuity for her life, payable half-yearly, for her separate use, and free from anticipation. He afterwards married her, and died leaving her surviving. *Held*, that the annuity was not extinguished, but only suspended, by the mar-