

DIGEST OF ENGLISH LAW REPORTS.

POWER.—See APPOINTMENT.

PRINCIPAL AND AGENT.

Action by the lord of a manor to recover £78 15s., for a fine payable by the defendant, on admission as tenant to a copyhold. The defendant was admitted by C., who had been appointed by the steward of the manor, to act as his deputy for that turn. C. also acted as the defendant's attorney in the purchase of the land. After the admission, the defendant gave C. a cheque for £87 10s. 6d., being the amount of the lord's fine, steward's fees, and C.'s charges as the defendant's solicitor. At C.'s request he crossed the cheque with the name of C.'s bankers, to whom the cheque was duly paid by the defendant's bankers. C. became insolvent soon afterwards. *Held*, that as the cheque had been paid, it was the same as payment in cash; and that there was evidence of payment for the jury. (Exch. Ch.)—*Bridge v. Garrett*, L. R. 5 C. P. 451; s. o. L. R. 4 C. P. 580; 4 Am. Law Rev. 297.

See ATTORNEY; CONTRACT, 1, 8; MASTER AND SERVANT; NEGLIGENCE, 2, 7.

PRIORITY.

The plaintiff, being mortgagee of certain leasehold property, lent the lease to the mortgagor, to enable him to raise money by a second mortgage, but told him to inform the second mortgagee of the first mortgage. The mortgagor borrowed money of his banker's, and deposited the lease as security, without giving any notice of the prior mortgage. *Held*, that the plaintiff's mortgage must be postponed to the claim of the bankers.—*Briggs v. Jones*, L. R. 10 Eq. 92.

RAILWAY.

The plaintiff's grantors sold a piece of land to a railway company, which agreed that it should forever be used as a "first-class station;" a station was accordingly built, and a railway was opened in 1842. In 1869, the plaintiff filed a bill alleging that the accommodation was insufficient, and that only a small number of trains stopped there. *Held*, that as the station had stood so long without complaint, it must be presumed that the building was originally satisfactory; also that a "first-class station" was not to be construed to mean a first-class building, but a place where there were as many advantages for stopping as at any other place on the line; and the defendants were restrained from stopping a less number of trains at this station than at any other station between the termini, excepting express, special, or mail trains.—*Hood v. North Eastern Railway Co.*, L. R. 5

Ch. 525; s. o. L. R. 8 Eq. 669; 4 Am. Law Rev. 478.

See MASTER AND SERVANT; NEGLIGENCE, 1, 8-6.

SALE.

The defendants' agents in Valparaiso purchased for them a cargo of soda, and chartered the Precursor to bring it to England; the soda was soon after destroyed by an earthquake, and the agents thereupon cancelled the charter. Afterwards the defendants, being ignorant of the destruction, sold to the plaintiff the soda, "being the entire parcel of nitrate of soda expected to arrive at port of call per Precursor. . . . Should any circumstance or accident prevent the shipment of the nitrate, . . . this contract to be void." The defendants' agents, upon hearing of this contract, bought another cargo of soda, and shipped it by the Precursor to England. *Held*, that the contract did not apply to the soda which arrived, the voyage by which it was brought not being the voyage intended by the contract.—*Smith v. Myers*, L. R. 5 Q. B. 429.

See CONFIDENTIAL RELATION; CONTRACT, 8.

SECURITY.

K. sold an annuity to T. for the life of K., and covenanted to attend at an insurance office in order to have his life insured by T., and if he went beyond the seas to pay any sums which T. might be obliged to pay as additional premiums; it was also provided that K. might repurchase the annuity at any time at its original price. T. insured K.'s life; afterwards K. repurchased the annuity and claimed the policy. *Held*, that the policy was the property of T., and K. was not entitled to have it assigned to him.—*Knox v. Turner*, L. R. 5 Ch. 515; s. o. L. R. 9 Eq. 155; 4 Am. Law Rev. 718.

SETTLEMENT.—See APPOINTMENT; ESTATE TAIL; FRAUDULENT CONVEYANCE, 1.

SHIP.

The defendant chartered a ship to take in a cargo and proceed to a certain port, "and there, or so near thereto as she may safely get, deliver the said cargo in the usual and customary manner." At that port goods can only be landed in lighters, which are furnished by the merchant. The authorities there refused for several days to allow the cargo to be landed, owing to a threatened bombardment of the port. *Held*, that the ship-owners could not maintain an action against the defendants for the delay. (Exch. Ch.)—*Ford v. Cotterworth*, L. R. 5 Q. B. 544; s. o. L. R. 4 Q. B. 127; 3 Am. Law Rev. 715.

See BOTTOMRY; COLLISION; FOREIGN ENLISTMENT.