

DIGEST OF ENGLISH LAW REPORTS.

their being carried on in such condition, and offered to receive them at Liverpool, paying freight *pro rata*, but the defendants refused to deliver them without payment of full freight; they therefore carried them to Glasgow, where they were sold at great loss. *Held*, that the defendants had no right to insist on carrying on the beans in such a condition that they would deteriorate on the voyage, in order that they might earn freight, and their doing so rendered them liable for the damage.—*Notara v. Henderson*, L. R. 5 Q. B. 346.

See COLLISION; FOREIGN JUDGMENT; TOWAGE.

SPECIFIC PERFORMANCE.

1. An agreement was made between a husband and the father of the wife, and executed by them and the wife, that the husband and wife should live apart, and that the husband would execute a deed of separation, to contain all usual and proper clauses, and to secure £40 a-year for the maintenance of the wife and child. Specific performance decreed.—*Gibbs v. Harding*, L. R. 5 Ch. 336; s. c. L. R. 8 Eq. 400; 4 Am. Law. Rev. 471.

2. The plaintiffs leased to the respondents a coal mine for £720 and a royalty upon the coal gotten; the respondents covenanted to work the mine uninterruptedly, efficiently, and regularly (except in the event of strikes of workmen or other casualties), according to the usual or most approved practice. The respondents raised only a small quantity of coal. *Held*, that the lessees were not obliged to work the mine at all, but if they did work it they must do so efficiently; also, if their covenant did require them to work it on a larger scale the plaintiffs would have no remedy in equity.—*Wheatley v. Westminster Brymbo Coal Co.*, L. R. 9 Eq. 538.

STATUTE.—See CHARGE; CONSTRUCTION, 2.

STATUTE OF FRAUDS.—See DAMAGES.

SUNDAY.—See CONSTRUCTION, 2.

TELEGRAPH.—See DAMAGES.

TITLE.

The plaintiff owned two adjoining houses in London, and sold one to the defendants by a conveyance which correctly marked out the ground site of the house conveyed. One of the rooms on the first floor of the plaintiff's house projected into the defendant's house. *Held*, that the plaintiff owned only the space filled by the projection; the column of air over it belonged to the defendants.—*Corbett v. Hill*, L. R. 9 Eq. 671.

TOWAGE.

A tug towing a barque up the Thames,

ported her helm in order to cross the bows of a brig which was on the port tack beating up the river; the tug passed ahead of the brig, but the stern of the barque struck the brig amidships. A licensed pilot was in charge of the barque, but gave no orders before or after the tug ported her helm; if he had given the proper order, the collision would have been avoided. *Held*, that the neglect of the pilot contributed to the accident, and that the tug was not liable to the owners of the barque for the damages occasioned by the collision.—*The Energy*, L. R. 3 Ad. & Ecc. 48.

TRUST.

A testator left all his property to trustees, and directed them to lay out and invest £15,000 in government, real, or personal security, or in such stocks, funds, or shares, as they might in their absolute discretion think fit, and to pay the income to his wife for life, and after her death to divide the capital among his children. By an arrangement between the widow and trustees, £15,000 was set apart for her benefit for life, part of which was invested in railway stock bearing seven and four and a-half per cent. interest. At the death of the widow the stock was greatly depreciated in value. *Held*, that the trustees should have invested in permanent securities, and it was evident from the rate of interest that these investments were not permanent; therefore the appropriation was invalid, and there must be an appropriation of £15,000 for the children.—*Stewart v. Sanderson*, L. R. 10 Eq. 26.

See INSURANCE, 1.

ULTRA VIRES.

A memorandum of association mentioned among the objects of a company, "the making of purchases, investments, sales, or any other dealings," in shares of all joint-stock companies, and any other property; and power was given to the directors to accept the surrender and forfeiture of any shares from any member on such terms as they might think fit; and to let, mortgage, sell, or otherwise dispose of any property of the company, and accept payment in shares, or partly in shares and partly in cash, or in any other manner. The directors, in order to keep up the price of the shares of the company, purchased shares in the market. *Held*, reversing the decision of the Master of the Rolls, that the company had no power to purchase its own shares, and that such purchase was *ultra vires*—*In re London, Hamburg, and Continental Exchange Bank; Zulueta's Claim*, L. R. 5 Ch. 444.