

DIGEST OF ENGLISH LAW REPORTS.

PRINCIPAL AND AGENT.—*See* HUSBAND AND WIFE;
PAYMENT; RATIFICATION; TRUST.

PRIORITY.—*See* MORTGAGE.

PROBATE.—*See* WILL, 13, 14.

PROMISSORY NOTE.—*See* RATIFICATION.

PROXIMATE CAUSE.—*See* NEGLIGENCE, 1.

RAILWAY.—*See* CARRIER; INJUNCTION; MASTER
AND SERVANT, 1, 2; NEGLIGENCE, 2.

RATIFICATION.

Action upon a note purporting to be signed by the defendant and J. The defendant's name had been forged by J.; the plaintiff having threatened criminal proceedings against J., the defendant signed the following: "I hold myself responsible for a bill of £20 bearing my signature and J.'s," &c. *Held*, (MARTIN, B., dissenting) that the defendant was not liable on the note.—*Brook v. Hook*, L. R. 6 Ex. 897; C. L. J. N. S. 158.

See PAYMENT.

REMOTENESS.—*See* APPOINTMENT.

REPRESENTATION.—*See* CRIMINAL LAW, 4.

REVOCATION.—*See* WILL, 13.

SALE.—*See* CONTRACT, 4.

SALVAGE.

A steam-tug agreed to tow a vessel into Liverpool for £45; while she was doing so a heavy gale arose, and both ships were for a long time in great peril; but the master of the tug stayed by the vessel, and at last succeeded in towing her into port; the vessel would have been lost if the tug had left her. *Held*, that the tug was entitled to salvage.—*The I. C. Potter*, L. R. 3 A. & E. 292.

SATISFACTION.—*See* LEGACY.

SETTLEMENT.

By a marriage settlement it was agreed that, if during coverture the wife should become entitled to property of the value of £500 or upwards, it should be settled upon the same trusts. £5499 19s. 1d. were afterwards bequeathed upon trust as she should appoint, she appointed by each of eleven deeds dated on successive days, but some executed on the same day, £499 19s. 11d. for her own separate use. *Held*, that she was entitled to the whole fund as she had appointed.—*Bower v. Smith*, L. R. 11 Eq. 279.

SOLICITOR.—*See* EQUITY PLEADING AND PRACTICE, 3; TRUST.

SPECIFIC PERFORMANCE.—*See* VENDOR AND PURCHASER, 1.

SURETY.—*See* COMPANY, 2.

TITLE.—*See* POWER.

TOWAGE.—*See* SALVAGE.

TROVER.—*See* DAMAGES, 2.

TRUST.

Trustees advanced trust funds on security of a mortgage, but, by the negligence of their solicitor the existence of a prior mortgage was not discovered, which made the security insufficient. *Held*, that the trustees were answerable for the loss.—*Hopgood v. Parkin*, L. R. 11 Eq. 74.

See EQUITY PLEADING AND PRACTICE, 3;
MORTGAGE; WILL, 2.

ULTRA VIRES.—*See* COMPANY, 1.

USAGE.—*See* CONTRACT, 4.

VALUE.—*See* DAMAGES.

VENDOR AND PURCHASER.

1. A contract of sale of land contained a condition that the vendors might rescind if any objection or requisition was persisted in, and another condition providing for compensation in case of any error or mistake in the description of the property or of the vendors' interest. An objection was made by the purchaser that the vendors were not entitled to certain minerals under the land, and compensation was claimed. The vendors contended that they had a good title, and, the purchaser persisting, they rescinded the contract. *Held*, that they were entitled to rescind, and the purchaser was refused specific performance.—*Mawson v. Fletcher*, L. R. 6 Ch. 91; s. c. L. R. 10 Eq. 212.

2. A sold a piece of land to B., who covenanted not to "do or suffer to be done on" the premises "anything which shall be a nuisance" to any of the owners of the adjoining property. B. divided the land into thirty-four lots, and sold two to T., who covenanted not to do or suffer to be done on the granted premises any thing which should be a nuisance to A. "or any of the tenants, . . . for the time being, of the adjoining property." Other lots were sold to the plaintiffs. The successors of T. were about to use their lots for national schools. *Held*, that "the adjoining property" in T. covenant meant the property adjoining the lots conveyed to him, and the purchasers of other lots were entitled to the benefit of it, but that the establishment of a national school was not a legal "nuisance."—*Harrison v. Good*, L. R. 11 Eq. 338.

3. The plaintiff paid £80 deposit as part of the purchase-money for a lease of a tavern, the contract for which was preparing, and was to be signed when completed. A contract was tendered to him to sign which contained unusual and unreasonable stipulations, and he refused to sign it. *Held*, that he was entitled to recover the deposit.—*Moesser v. Wisker*, L. L. 6 C. P. 120.

See POWER.