

## DIGEST OF ENGLISH LAW REPORTS.

**MORTGAGE.**

1. The court allowed an order taken *pro confesso*, and decreed but not drawn up, for foreclosure of a mortgage, to be altered to an order of sale, on the application of a third mortgagee, with consent of the first and second mortgagees, although the mortgaged property was out of the jurisdiction.—*Woodford v. Brooking*, L. R. 17 Eq. 425.

2. The court in England has jurisdiction to make a decree in a foreclosure suit depriving the mortgagor of land, in the island of Nevis, West Indies, of his right to redeem. Such a decree is *in personam* only.—*Paget v. Ede*, L. R. 18 Eq. 118.

**NEGLIGENCE.**

The plaintiff's cattle were being driven along a road which crossed a railway, and, while crossing the railway, the servants of the railway company negligently let some trucks run down the railway, and frightened the cattle. Several of the cattle escaped and ran along said road about a quarter of a mile, and then got into an orchard, and through a defective fence, on to the railway, where they were discovered dead about four hours after their escape, having been run over by a train. *Held*, that the railway company was liable for the value of the cattle which were killed.—*Sneesby v. Lancashire and Yorkshire Railway Co.*, L. R. 9 Q. B. 263.

See COLLISION, 1; STATUTE, 2.

NOTICE.—See VENDOR AND PURCHASER, 2.

PARTNERSHIP.—See INTERROGATORY, 2.

PIGS.—See CATTLE.

POWER.—See APPOINTMENT, 1; DISTRESS.

PRACTICE.—See COLLISION, 2; INTERROGATORY, 3.

PRINCIPAL AND AGENT.—See INTERROGATORY, 1.

PRODUCTION OF DOCUMENTS.—See DOCUMENTS, PRODUCTION OF.

RAILWAY.—See CARRIER; INJUNCTION; NEGLIGENCE; SPECIFIC PERFORMANCE.

REMAINDER.—See RESIDUARY ESTATE.

RENT CHARGE.—See DISTRESS.

**RESIDUARY ESTATE.**

A testator before his death settled shares in a company upon trustees, in trust for his wife for life, remainder to his children; and he also made said trustees the executors of his will. On settling the estate, after the testator's death, the executors distributed the residuary estate, with knowledge that there was a possibility that calls might be made in respect of said shares, if the company should fail before the remainder-men became entitled to the shares; in which case if the remainder-men disclaimed, the executors, as trustees, would be liable to pay the calls. The company did so fail, and the trustees paid the calls. *Held*, that the residuary legatees must refund to the trustees the amount of said calls. Said testator had covenanted in a

marriage settlement to bequeath a certain share of his residuary estate to his daughter, which share was to be paid over to the trustees of said settlement. The testator bequeathed said share accordingly. *Held*, that the trustees of said settlement must refund, as well as the other residuary legatees.—*Jarris v. Wolferstan*, L. R. 18 Eq. 18.

RESIDUARY GIFT.—See DEVISE; LEGACY, 3, 4.

RESIDUE.—See APPOINTMENT, 3.

SALE.—See FRAUDS, STATUTE OF; VENDOR AND PURCHASER.

SECURED CREDITOR.—See BANKRUPTCY, 3.

SHAREHOLDER.—See COMPANY.

SHERIFF.—See FALSE RETURN.

SHIP.—See COLLISION.

SPECIFIC FUND.—See APPOINTMENT, 3.

**SPECIFIC PERFORMANCE.**

A railway company agreed to erect "a station" upon a certain lot of land belonging to the plaintiff. The company subsequently declined to erect the station, and began to build one two miles distant from said land. The court refused to decree specific performance, on the ground that justice could be better done by an award of damages in an action at law.—*Wilson v. Northampton and Banbury Junction Railway Co.*, L. R. 9 Ch. 279.

See FRAUDS, STATUTE OF, 1; INJUNCTION; VENDOR AND PURCHASER, 1.

**STATUTE.**

1. Common carriers are by statute exempt from liability for loss of undeclared jewelry, unless the loss arise from the felonious acts of the carrier's servants. It was held that to charge a common carrier, it was not necessary to give evidence which would convict a particular servant of felony, but only to convince the jury that some servant of the carrier had been guilty of the felony.—*Vaughton v. London and Northwestern Railway Co.*, L. R. 9 Ex. 93.

2. By statute, where sheep are carried by sea, certain precautions are to be taken to prevent the spread of disease. The defendant carried the plaintiff's sheep, which were washed overboard. The sheep would not have been lost, if the precautions directed by said statute had been taken. *Held*, that inasmuch as said precautions were ordained solely for the purpose of protecting against disease, the plaintiff could not recover.—*Gorris v. Scott*, L. R. 9 Ex. 125.

See BANKRUPTCY, 2; EASEMENT, 2.

SUIT.—See ACTION.

SURPLUS.—See LEGACY, 3.

TITLE.—See TRUST, 2.

**TRIAL.**

When a true bill has been found, and the indictment removed into the Court of Queen's Bench, and a day fixed for trial, the case is