

and minerals thereto appertaining," and the defendant pleaded the Statute of Frauds. Byrne, J., held, that the subject-matter of the contract was not sufficiently described, that parol evidence was not admissible to identify it, and that the action must be dismissed. (C. 43).

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PRATT v. SOUTH-EASTERN RAILWAY CO.

[T. 326; L. J. 208; L. T. 556.

Does the usual condition on a railway company's cloak-room ticket, that the company will not be responsible for any package exceeding the value of £10, only apply to the loss of the package?

No, it protects from liability for damage done to the package as well as loss, said a Divisional Court (Cave and Lawrence, JJ.).

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PEARCE v. GORDON.

[102 L. T. 553.

Contract—Signed memorandum.

Gordon owned a bed of gravel, which he agreed to sell to Pearce for £60, and Pearce was to dig up the gravel and cart it away. Pearce sued for breach of the contract. Pearce put in evidence a letter signed by Gordon, and containing the terms of the contract, but beginning "Dear Sir," and not containing the name or any description of the person to whom it was written; and Pearce deposed this letter reached him by post in an envelope duly addressed to him, and put in the envelope.

Held, that upon the evidence the letter and envelope must be considered as forming one document, and that together they constituted a sufficient memorandum

to satisfy both section 4 of the Statute of Frauds, and section 4 of the Sale of Goods Act. (Court of Appeal, affirming, Grantham, J.).

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In re RUMNEY AND SMITH.

[W. N. 43; L. T. 554; L. J. 237; S. J. 424.

Can a transferee of a mortgage from trustees exercise a power of sale limited by the mortgage deed to the trustees for the time being exercising the power?

No, said Stirling, J., remarking that a power of sale in a mortgage deed can only be exercised by the persons designated in the deed for that purpose.

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DODD v. CHURTON.

[W. N. 32; L. T. 484; S. J. 383; L. J. 205.

Under what circumstances is a building owner prevented from recovering from the builder a penalty agreed to be paid as liquidated damages in the event of the building not being finished by a certain time?

In every case where the owner has himself prevented the completion of the work within the time by ordering additional work to be done. So held by the Court of Appeal.

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THE MECCA. CORY & CO. v. STEAMSHIP MECCA.

[102 L. T. 532; 32 L. J. 219.

Clayton's Case.

The rule in Clayton's Case as to appropriation of payments that where there is an account current between parties and payments are made without appropriation by either debtor or credi-