

DIGEST OF ENGLISH LAW REPORTS.

a codicil, he revoked this charge, and charged the same land with £7,000, to be paid to his son alone. *Held*, that, though the appointment by the codicil was invalid, the revocation took effect.—*Quinn v. Butler*, Law Rep. 6 Eq. 225.

2. A testatrix gave to A, for life, the interest of £300, or thereabouts, invested by her in a certain company, and the interest of £200; and after A's death, she gave the "said principal sum of £500" to A's children, and directed, if her personal estate proved insufficient for the payment of legacies, that the deficiency should be made up out of her real estate. By a codicil, she gave "all her personal estate" to B. *Held*, that the whole personal estate passed by the codicil; that the legacy of £300 was specific, and was revoked; but that the legacy of £200 remained charged on the real estate.—*Kermode v. Macdonald*, Law Rep. 3 Ch. 584.

SALE—*See* COMPANY, 4; FRAUDS, STATUTE OF, 2.

SERVANT—*See* MASTER AND SERVANT.

SET-OFF—*See* BANKRUPTCY, 2.

SHIP.

1. The provision in the 17 & 18 Vict. c. 104, sec. 299, that a loss arising from the non-observance by a ship of the rules laid down in the act, shall be deemed to have been occasioned by the wilful default of the person in charge of the deck, does not render an unintentional breach of the rules, barratry.

A collision arising from the negligence of the crew is not damage of the seas, within the meaning of an exception in a bill of lading.

Therefore, where a ship owner, by bill of lading, undertook to deliver goods safely, "barratry of master or mariners, accidents or damage of the seas or navigation excepted," and the ship came into collision with another by violating the rules of the above act, and sank, the ship owner was held liable for the loss of the goods.—*Grill v. General Iron-Screw Collier Co.* (Exch. Ch.) Law Rep. 3 C. P. 476.

2. The master's lien, under 24 Vic. c. 10, on the freight for his wages and disbursements, in priority to the claims of a mortgagee, is not affected by his being part owner of the vessel.

In a suit against ship and freight by a master, for disbursements, in priority to mortgagees in possession, the following items were allowed: (1) For tobacco and slops supplied to seamen who had deserted, notwithstanding the master may have made a small profit on them; (2) for some amounts which had not been paid, no order for the payment to be made till the master gave satisfactory evidence that the amounts had been paid; (3) for a bill of exchange,

drawn by the master, which had been dishonored, though he had received no notice of the dishonor.—*The Feronia*, Law Rep. 2 Adm. & Ecc. 65.

3. Ship owners entered into a charter party, by which it was provided that the master should be appointed by them, be under their control, and be dismissed by them, but that his wages should be paid by the charterer, and also that the master should act as supervisor of the repairs and fittings of the ship. *Held*, that they were liable for necessities supplied to the ship by the master's order.—*The Great Eastern*, Law Rep. 2 Adm. & Ecc. 88.

See FOREIGN COURT; FREIGHT; GENERAL AVERAGE; INSURANCE; PRIORITY; STATUTE, REPEAL OF; STOPPAGE IN TRANSITU.

SOLICITOR—*See* ATTORNEY; PARTNERSHIP.

SPECIFIC PERFORMANCE.

1. An agreement for renewal of a lease provided for the tenant doing certain specified works, and "other works," on the property, and estimated the expense at from £150 to £200. The specified works were such as must evidently cost nearly that sum. *Held*, that there was no such uncertainty as to prevent specific performance.—*Baumann v. James*, Law Rep. 3 Ch. 508.

2. A agreed in writing with B, to transfer to him the unexpired term of a lease held by A of land and houses at S, and to build or finish certain houses thereon; to proceed with the building at once; and to consult B's wishes in building the houses then in progress, and in building other houses not then commenced. B agreed to take the term, and to pay a certain rent. Both parties agreed that a proper contract should be drawn for their mutual execution, by a certain solicitor. No such contract, however, was executed. Possession was given, and the buildings altered by A at B's instance. *Held*, having regard to surrounding circumstances, and to a part performance by A, that the agreement was not so vague but that specific performance ought to be decreed at the suit of A.—*Oxford v. Provan*, Law Rep. 2 P. C. 135.

See COMPANY, 4; FRAUDS, STATUTE OF, 2; LANDLORD AND TENANT, 4.

STATUTE OF FRAUDS—*See* FRAUDS, STATUTE OF.

STATUTE, REPEAL OF.

The Merchant Shipping Act, 1854, provides that no ship owner shall be answerable for any damage occasioned by the fault of a pilot, where the employment of such pilot is compulsory. A subsequent act, passed in 1857, provides that the owner of any ship navigating