

DIGEST OF ENGLISH LAW REPORTS.

month; goods at seller's risk for two months." "Prompt" meant on the Saturday after the expiration of one month. The sugar was in "fillings," *i. e.*, separate lots finished on different days, each filling consisting of about 300 "tytlers" or loaves. The sugar was to remain in the seller's warehouse two months, unless the buyer wished it sooner, in which case he sent orders for so much as he wished, and if it was not all delivered on the "prompt" day, an approximate sum was paid, and after the remaining sugar was weighed to ascertain the balance due. Plaintiffs had floating policies of insurance on their stock, including goods in the warehouse "sold and paid for, but not removed." Defendant had nothing to do with this insurance. More than two months after a sale of four fillings to defendant, part of which he had removed and paid for, leaving an unascertained balance to be weighed and removed, a fire consumed the warehouse and its contents. *Held*, that the loss fell on the buyer, and that he had no claim for any insurance. *Cockburn, C. J.*, thought the property in the goods, though they were undelivered, had passed.—*Martineau et al. v. Kitching*, L. R., 7 Q. B. 436.

See AUCTION.

SCANDALOUS MATTER.

The statement that defendant is dealing with the shares which are the subject of controversy, for the purpose of "rigging the market," that is creating a fictitious value to them by pretended sales and purchases, is irrelevant, and hence scandalous in a bill which set forth that plaintiff was entitled to the shares, and that they had been placed in defendant's hands to dispose of as he should think fit, and praying for an injunction to restrain defendant from selling the same until plaintiff should be secured.—*Rubery v. Grant*, L. R. 13 Eq. 443.

SEAL.—See GUARANTEE.

SEPARATION DEED.—See COVENANT.

SERVANT OF THE CROWN.—See MANDAMUS.

SETTLEMENT.

P., a spendthrift, upon the suggestion of trustees made over a part of his property to them with power to invest the fund and pay the income to him or any child of his, during his life, and at his death to hold the fund in trust for any widow during her life, according to his appointment, and subject to her right, in trust for his child, if he had any, as he should appoint, and in default of appointment to any child who should attain twenty-one, and failing such child, in trust for a cousin's children. *Held*, that the settlement was not so un-

reasonable that the settlor could set it aside.—*Phillips v. Mullings*, L. R. Ch. 244.

SHARE IN PROFITS.—See PARTNERSHIP, 1.

SHAREHOLDER.—See COMPANY 2, 4.

SHELLEY'S CASE, RULE IN.—See TRUSTEE, 2.

SHIPMENT.—See CONTRACT, 4.

SIGNATURE OF FIRM NAME.—See PARTNERSHIP.

SOLICITOR.

1. A client neglected to furnish funds for costs on application of his solicitor, and the latter declined to go on. Client thereupon obtained other solicitors, who applied to the former solicitor for the papers in the suit, agreeing to return them without prejudice to his lien for charges. *Held*, that the papers must be given up.—*Robins v. Goldingham*, L. R. 13 Eq. 440.

2. A solicitor employed in a special case by a company required security for costs, and the company gave him a charge on debts due it. There was a directory clause in the Company's Act that such charge should be registered. *Held*, that the solicitor had no lien, as it was his business to see that the directions of the Act were carried out.—*In re Patent Bread Machinery Company*, L. R. 7 Ch. 289.

3. In 1863 a bill was filed in a friendly suit by the next friend of a minor beneficiary under a will, asking that a guardian be appointed for said minor and his brothers and sisters, for an order for allowance for maintenance and education, for proper accounts, and for a receiver of the income under said will. Action was taken on all these points, and one J. acted as solicitor, being employed by said next friend. In 1866, J., died. In 1867 said minor came of age, and soon after sold the real estate which had come to him under said will. In 1868 he had the receiver discharged, and changed his solicitors. The executrix of J. petitioned for a declaration that the real estate was subject to a lien for J.'s charges as solicitor on the ground that it was properly "preserved" by his skill. *Held*, that the proceedings were necessary, the solicitor duly employed, the action taken ratified by said minor coming of age, and that the lien was good.—*Baile v. Baile*, L. R., 13 Eq. 497.

4. A solicitor incurred costs in successfully defending a vessel in a suit against her. Afterwards various suits for necessaries were brought against the vessel, judgment was given against her, and the judge ordered her to be sold, and the proceeds brought into court. Some of the charges were for necessaries supplied before the institution of the first suit, and some after that time. On motion of the solicitor in the