

DIGEST OF ENGLISH LAW REPORTS.

subsequent incumbrancers who have given notice. Knowledge of the insolvency, acquired *aliunde* by the solicitor of the trustees, is insufficient to give priority to the assignee.—*In re Brown's Trusts*, Law Rep. 5 Eq. 88.

See COSTS.

PROCTOR.—See COSTS.

PRODUCTION OF DOCUMENTS.

To an action of executors to recover damages for the death of their testator, caused by the alleged negligence of the defendants, the defendants pleaded not guilty, and that the deceased had accepted £75 in discharge of all claims against them. The defendants had sent a clerk and their medical officer to see the deceased, ascertain his state, and negotiate as to the compensation to be made him. *Held*, that the plaintiffs were entitled to have inspection and copies of the reports made to the defendants by these officers of their interviews with the deceased.—*Baker v. London & S. W. Railway Co.*, Law Rep. 3 Q. B. 91.

PROXIMATE CAUSE.—See INSURANCE.

RAILWAY.—See COMPANY, 2; INJUNCTION, 2.

SALE.

The plaintiff sold to the defendants goods, to be paid for in cash or "approved bankers' bills." The defendants paid for them by an "approved banker's bill." The bill was subsequently dishonored. The defendants were not parties to the bill, and received no notice of dishonor. In an action for the price of the goods, *held*, that the defendants' liability was not more extensive than it would have been had they indorsed the bill, and that they were therefore discharged, not having received due notice of dishonor.—*Smith v. Mercer*, Law Rep. 3 Ex. 51.

See CUSTOM: DAMAGES; FRAUDS, STATUTE OF; VENDOR AND PURCHASER OF REAL ESTATE; WARRANTY.

SET-OFF.—See ADMINISTRATION, 1.

SHARE.—See CONTRACT, 2; TENANT FOR LIFE AND REMAINDERMAN.

SHELLEY'S CASE, RULE IN.—See WILL, 2.

SHIP.

1. A. engaged to serve on a ship as a seaman, for a long voyage out and back. The captain having died soon after the ship sailed, the first mate assumed the command, appointed A. second mate, and agreed that he should receive the pay of a second mate. The ship subsequently touched at several ports, and returned home, A. continuing to act as second mate. *Held*, that the agreement with A. was binding on the ship-owners.—*Hanson v. Royden*, Law Rep. 3 C. P. 47.

2. A., the owner of a ship, mortgaged it to B., and afterwards, with B.'s acquiescence, agreed with C. that C. should work the ship for A. till further notice, paying all expenses and receiving all profits; A. to indemnify C. against loss, if any, on a periodical statement of accounts. After this agreement, B. notified C. of the mortgage, and demanded possession. The ship was then at S., under engagements by C. with third parties for a voyage. At the end of the voyage, the ship was given up to B. At the time of the delivery, C. owed the crew a large sum for wages; to recover which, soon after the delivery, the crew proceeded against the ship in the Admiralty Court, and the ship was seized by the officers of the Court. B., after much delay and loss, paid the wages and obtained possession of the ship. In an action of trover and for money paid, brought by B. against C., *held*, (1) that C. was entitled to keep possession till the end of the voyage, in order to fulfil the engagements entered into before notice; (2) that, as there had been a delivery of the ship, notwithstanding it was subject to a lien for wages, B. could not recover in trover; but (3) that B. could recover the amount of the wages under the count for money paid.—*Johnson v. Royal Mail Steam Packet Co.*, Law Rep. 3 C. P. 38.

See ADMIRALTY; AWARD, 2; COLLISION.

SIGNATURE.

The 6 Vic. cap. 18, sec. 17, requires the notice of objection to a voter to be "signed by the person objecting." An objector affixed his name to the notice of objection by a stamp, on which was engraved a *fac simile* of his ordinary signature. *Held*, a sufficient signing.—*Bennett v. Brumfit*, Law Rep. 3 C. P. 28.

SOLICITOR.—See COSTS; EQUITY PLEADING AND PRACTICE, 3; NECESSARIES, 1; PARTNERSHIP.

SPECIALTY DEBT.

A mortgage deed, made to secure an antecedent debt, recited the debt, and contained a proviso for redemption and a power of sale, but no covenant to pay the debt or interest. The mortgaged estate was insufficient to cover the debt. *Held*, that the deed did not convert the debt into a specialty debt.—*Isaacson v. Harwood*, Law Rep. 3 Ch. 225.

SPECIFIC PERFORMANCE.

A person agreed to purchase a leasehold house for his own residence, and contracted that he should have possession by a certain day. The vendor, though he tendered possession, failed to show a good title by the day named. *Held*, (1) that "possession" must be understood to mean possession with a good