

DIGEST OF ENGLISH LAW REPORTS.

with the terms of the charge. — *Calisher v Forbes*, L. R. 7 Ch. 109.

PROBATE.—See WILL, 2.

PROMISSORY NOTE.—See BILLS AND NOTES.

PROOF.

Bills drawn by the A. bank upon the B. bank were accepted for the accommodation of the A. bank upon the understanding that funds would be furnished to meet them. The bills were discounted by C., but before they matured both said banks suspended payment. C. proved against both banks and recovered a dividend from both. *Held*, that the B. bank could not prove against the A. bank for the amount it had paid to C.—*In re Oriental Commercial Bank*, L. R. 7 Ch. 99; s. c. L. R. 12 Eq. 501; 6 Am. Law Rev. 492.

See EXECUTORS AND ADMINISTRATORS, 1.

RAILWAY.

1. A railway company gave the plaintiff notice that it would require his leasehold premises, and subsequently entered into possession and paid for the same. *Held*, that the plaintiff was entitled to a decree that the company should accept an assignment of the lease and engage to indemnify the plaintiff against the rent and the covenants in the lease.—*Harding v. Metropolitan Railway Co.*, L. R. 7 Ch. 151.

2. A railway company was empowered by statute to extend its line and raise money by the issue of so-called extension shares; said extension to form, for financial purposes, a separate undertaking, and its capital and shares a separate capital; its profits to pay its dividends and the holder of its shares to have no dividend from the other profits of the company; and the company to keep separate accounts of the extension. The company might raise an additional sum by mortgage, but not until all the extension capital was subscribed for and half paid up; such sum to be applied only to the purposes of said act. A creditor, to whom the company was indebted for construction of the original line, obtained judgment and execution under which land obtained under the extension act was seized. *Held*, that the creditor was entitled to an order of sale of said land.—*In re Ogilvie*, L. R. 7 Ch. 174.

See BAILMENT; INJUNCTION.

REMAINDER.—See DEVISE, 2; SETTLEMENT.

RENT-CHARGE.—See ESTATE PUR AUTRE VIE.

RENTS AND PROFITS.—See DEVISE, 1.

RETURN.—See SHERIFF.

SALE.

1. The plaintiffs agreed to ship a cargo of ice to the United Kingdom, "forwarding bills of lading to the purchaser, and upon receipt

thereof the purchaser takes upon himself all risks and dangers of the seas;" and the defendant agreed to buy and receive the ice on its arrival and pay for it in cash on delivery. The vessel was lost by dangers of the seas after the defendant had received the bills of lading. *Held*, that the defendant was liable for the value of the ice.—*Castle v. Playford*, L. R. 7 Ex. (Ex. Ch.) 98; s. c. L. R. 5 Ex. 165; 5 Am. Law Rev. 63.

2. The defendants' agents in Valparaiso purchased for them a cargo of soda, and chartered the P. to bring it to England; the soda was soon after destroyed by an earthquake, and the agents thereupon cancelled the charter. After the defendants, being ignorant of the destruction, sold to the plaintiff the soda, "being the entire parcel of nitrate of soda expected to arrive at port of call per P. Should any circumstance or accident prevent the shipment of the nitrate, this contract to be void." The defendants' agents upon hearing of this contract bought another cargo of soda and shipped it by the P. to England. *Held*, that the plaintiff had no claim to the soda, not being the specific quantity contracted for.—*Smith v. Myers*, L. R. 7 Q. B. (Ex. Ch.) 139; s. c. L. R. 5 Q. B. 429; 5 Am. Law Rev. 301.

See BANKRUPTCY, 8; CONTRACT, 1; GOODWILL; INJUNCTION, RAILWAY, 2; SALE, 2.

SECURITY.—See EXECUTORS AND ADMINISTRATORS, 1.

SERVICE OF WRIT.—See CORPORATION.

SETTLEMENT.

Two marriage settlements contained covenants by the husband and wife that if at any time after the marriage and during their joint lives, they or either of them in her right should by gift, descent, succession, or otherwise howsoever, become entitled to any real or personal estate to the value of £100, the same should be conveyed, transferred, assured, and paid to trustees. In the first case certain remainder vested in the wife before marriage, vested in possession. In the second case the wife died before a vested remainder vested in possession. *Held*, that "entitled" in said covenant signified "entitled in possession," and that in said first case the trustees were entitled to the fund; otherwise in the second case.—*In re Clinton's Trust: Holway's Fund*, L. R. 13 Eq. 295.

SHAREHOLDER.—See COMPANY.

SHERIFF.

A sheriff seized goods under a *f. fa.*, and remained in possession until dismissed by the plaintiff, and made return that he had seized the debtor's goods and held them until ordered to withdraw by the plaintiff. The goods seized