

## DIGEST OF ENGLISH LAW REPORTS.

had constituted M. his agent, and that his name was properly placed on the list of contributors.—*In re International Contract Co.; Levita's Case*, L. R. 5 Ch. 489.

See EVIDENCE, 3; WARRANTY.

PRIVILEGED COMMUNICATIONS.—See EQUITY PLEADING AND PRACTICE, 2.

PROBABLE CAUSE.—See REASONABLE AND PROBABLE CAUSE.

PRODUCTION OF DOCUMENTS.—See DISCOVERY; EQUITY PLEADING AND PRACTICE, 2.

PROXIMATE CAUSE.

The defendants' vessel, by the negligence of the captain and crew, ran aground, and, as there was a high wind blowing at the time, was driven against the plaintiff's sea-wall and damaged it. *Held*, that the negligence of the defendants' servants was the proximate cause of the damage, and that the defendants were liable.—*Bailiffs of Romney Marsh v. Trinity House*, L. R. 5 Ex. 204.

RACING DEBT.

Certain betting creditors of the Marquis of H. threatened to post him at Tattersall's as a defaulter unless he paid the bets which he had lost on horse-races; the consequences of their doing so would have cost him a large sum of money. To prevent this he gave a bond for £10,000, which they accepted. *Held*, that the bond was valid, and could be proved against his estate.—*Bubb v. Yelverton*, L. R. 9 Eq. 471.

RAILWAY.—See CRIMINAL LAW; NEGLIGENCE, 2; RECEIVER.

RAPE.—See INDICTMENT.

REASONABLE AND PROBABLE CAUSE.

False imprisonment. The defendant's rifle was stolen, and his servant said to the plaintiff in the presence of R. that there was a row about it, and that R. had seen it in the plaintiff's barn. The plaintiff denied this, and took them to his barn and showed them a gun, which he said was the one seen by R. R. said it was not the gun he had seen before. This was repeated by the servant to the defendant, who gave the plaintiff into custody; he was tried and acquitted. The defendant did not see R. before causing the plaintiff to be arrested. The judge directed the jury that the defendant had acted on hearsay evidence, and therefore without probable cause. *Held*, that the information obtained by the defendant from his servant did constitute reasonable and probable cause; also that what is reasonable and probable cause is a question to be determined by the judge.—*Lister v. Perryman*, L. R. 4 H. L. 521.

RECEIVER.

A railway company agreed to purchase some land, and took possession. The vendor obtained a decree ordering specific performance, and declaring him entitled to a lien for the purchase-money. The company became insolvent, and the vendor obtained an order that the land should be sold, and that until such sale or the payment of the purchase-money the company should be enjoined against running any engine over, or otherwise using or continuing in possession of the land. *Held*, that the injunction was improper, as it rendered the land useless; and that a receiver should be appointed with a direction to the company to give him immediate possession; *held, also*, that the land, when sold, would be free from all claims of the public to a right of way.—*Munns v. Isle of Wight Railway Co.*, L. R. 5 Ch. 414.

REMAINDER.—See RESIDUARY CLAUSE, 1.

REMOVEDNESS.

Trustees were directed to pay and divide certain property, after the death of the testator's wife, equally between all his children then living and such issue then living of his children then deceased as should attain the age of twenty-three years. *Held*, that this bequest was void for removedness.—*Smith v. Smith*, L. R. 5 Ch. 342.

REPRESENTATION.—See APPROPRIATION.

RESIDUARY CLAUSE.

1. A testator, by will dated 1832, gave and devised all his freehold estates to his five daughters as tenants in common, for their respective lives, remainder to trustees and their heirs during the lives of his daughters respectively, upon trust to reserve contingent remainders; and after the decease of either of his said daughters, then as to the one-fifth share of the daughter so dying, to the use of all the children of such daughter, who had attained or should attain the age of twenty-one, in equal shares, and to their heirs and assigns but if there should be no such child who should attain said age, then to the use of his other daughters in equal shares for their respective lives, with remainder to their children in fee. After certain other bequests, as to all the rest, residue, and remainder of his estate and effects, he gave and bequeathed the same to the same trustees, their heirs, executors, administrators, and assigns, upon trust to lay out and invest the same with power to alter the investments, and to hold said residuary estate upon the same trusts as had been declared with respect to his real estate. The