TAKE OF; PERPETUITY; PRIORITY, 2; REMAINDER; SETTLEMENT, 3; TRUST, 3; WILL.

LICENSE.—*See* EVIDENCE, 1.

LIEN.

1. C., a solicitor, was instructed to prepare a mortgage, and the mortgagor deposited with him the title-deeds of the property for that purpose. C. also acted as solicitor of the mortgagees, and after the mortgage was completed, held the deeds on their behalf. The mortgagor became bankrupt, and his trustee directed C. to sell the equity of redemption, and it was accordingly sold and the money paid to C., who claimed a lien on the deeds as against the mortgagor for the amount of his costs due from the mortgagor. *Held*, that the solicitor was entitled to such lien and to retain his costs from said money in his hands.—*In re Messenger. Ex parte Calvert*, 3 Ch. D. 317.

2. S., who was a timber merchant, agreed to carry on business as the agent of a firm, but in his own name as before, and the firm agreed to remunerate S. for his services by a share in the profits in the business. No notice of this arrangement was given to outside creditors. Timber was forwarded by the firm to S. for sale, and dealt with by him as absolute owner. The firm drew bills on S., which were accepted by him on the firm's undertaking to protect such acceptances, according to a term of the agreement between S. and the firm. The firm and subsequently S. went into liquidation. S. claimed a lien on timber in his hands, which had been sent to him by the firm as above, to the extent of certain bills accepted by him as aforesaid and of a further sum due him from said firm as his share of profits in the business. *Held*, that S. was entitled such lien.—*In re Fawcus. Ex parte Buck*, 3 Ch. D. 795.

See PARTNERSHIP.

LIGHT AND AIR.—*See* PRESCRIPTION.

LIMITATION.—*See* ANNUITY, 1.

The English Statute of Limitations (3 & 4 Will. 4, c. 27) does not apply to the island of Jamaica, because the island is not referred to in the English statute.—*Pitt* v. *Lord Dacre*, 3 Ch. D. 295.

MARRIAGE.—*See* FRAUDS, STATUTE OF.

MARRIAGE SETTLEMENT.—*See* APPOINTMENT, 1.

MARRIED WOMEN.—*See* APPOINTMENT, 1.

MARSHALLING ASSETS.—*See* PRIORITY, 1.

MASTER AND SERVANT.—*See* ESTOPPEL, 2.

MINE.—*See* GRANT.

MORTGAGE.

1. A power of sale mortgage contained a proviso that, upon any sale purporting to be made in pursuance of said power, the purchaser should not be bound to see as to whether there had been default in payment of principal or interest by the mortgagor, and that notwithstanding any impropriety or irregularity in said sale the same should, so far as regarded the safety and protection of the purchaser, be deemed to be within said power and to be valid and effectual accordingly; and that the mortgagor's remedy should be in damages only. The mortgagee conveyed the mortgaged property under said power to the defendant for valuable consideration. The plaintiff who was an incumbrancer of said mortgagor subsequent to said mortgagee, filed a bill to establish his priority over the defendant, alleging that if the accounts were examined it would appear that the prior mortgagee's debt was satisfied, and that the sale under said power was therefore invalid. *Held*, that said sale was valid, although the mortgage debt might have been paid.—*Dicker* v. *Angerstein*, 3 Ch. D. 600.

2. On Dec. 1, 1874, M., the owner of a vessel, mortgaged it to the plaintiffs for £7,500. On Jan. 4, 1875, the defendants, in ignorance of said mortgage, advanced M. £3,000 on security of a cargo shipped by M. on nominal freight of one shilling a ton. Feb. 2, 1875, M. again mortgaged said vessel to the plaintiffs for £4,000. February 19, M. and the defendants sold said cargo to J. on terms of freight being paid at fifty-five shillings a ton. On February 22, the defendants advanced £9,000 further to M. On February 26, M. assigned to the defendants said freight at fifty-five shillings per ton as security for their advances. On March 6, the plaintiffs registered their mortgage, and on the vessel's arrival took possession. The defendants acquired J.'s rights. *Held*, that the plaintiffs were entitled to said freight of fifty-five shillings per ton as against the defendants.—*Keith* v. *Burrows*, 1 C. P. D. 722.

See ESTOPPEL, 1; LIEN, 1; PRIORITY, 1; TRUST, 3.

NATURALIZATION.—*See* DOMICILE.

NEGLIGENCE.—*See* ACT OF GOD.

NEGOTIABLE INSTRUMENT.

The Russian Government issued scrip which upon its face undertook to give the bearer a bond for a certain sum when all instalments due on the scrip had been paid. By the custom of the English and Foreign Stock Exchanges, such scrip was treated as a negotiable instrument transferable by delivery. The plaintiff purchased some of said scrip and left it in the hands of C., who raised money upon it by pledging it as security with the defendants, and absconded. *Held*, that the defendants were as against the plaintiff entitled to said scrip and its proceeds.—*Goodwin* v. *Robarts*, I App. Cas. 476.

NOTICE OF DISHONOR.—*See* BILLS AND NOTES, 3, 4; PRIORITY, 3.

NOVATION.—*See* INSURANCE, 1.

PARTITION.

Trustees of one undivided moiety of an estate were authorized to make a partition; other trustees of the second moiety were authorized to sell, dispose of, convey, and assign, by way of sale for money or of exchange for an equivalent or recompense in lands. The two sets of trustees executed a partition deed. *Held*, that said partition was valid.—*In re Frith and Osborne*, 3 Ch. D. 618.

PARTNERSHIP.

Shares in a certain bank were subject to a lien in favor of the bank for all moneys due from the shareholder alone or jointly. Certain of such shares stood in the name of A., one of the firm, which became bankrupt owing money to the bank. The shares were originally the property of A., but after the formation of said partnership were entered upon books of the firm as its property. Of this the bank was ignorant, and it had no knowlekge that the firm claimed any interest in the shares until after the bankruptcy proceedings were begun; but the whole of said debt to the bank was contracted after said shares became partnership property. The bank contended that it was entitled to treat the shares