

DIGEST OF ENGLISH LAW REPORTS.

PRINCIPAL AND AGENT.—See **CONTRACT**, 4.

PRIORITY.—See **ASSIGNMENT OF FREIGHT**; **SOLICITOR**, 4.

PRIVILEGE.

A defendant declined to give certain information obtained from letters of his partner, although the letters were sent to him, for him to make use of in his defence. *Held*, that he was privileged with respect to the information contained in the letters.—*Phillips v. Routh*, L. R. 7. C. P. 287.

See **OBSCENE PUBLICATION**.

PRIZE.—See **CONSTRUCTION OF STATUTE**, 1.

PROBATE.—See **ADMINISTRATION**, 1, 2; **WILL**, 8. **PROCHENI AMY.**—See **SOLICITOR**, 3.

PRODUCTION OF DOCUMENTS.—See **PARTNERSHIP BOOKS**.

PROFESSIONAL ADVICE.—See **UNDUE INFLUENCE**.

PROFESSIONAL MISCONDUCT.—See **BARRISTER**.

PROFITS.—See **PARTNERSHIP**, 1.

PROHIBITION, WRIT OF.—See **JURISDICTION**.

PROOF OF CLAIM.

By the custom of Cornwall, a shareholder in a mine conducted on the cash-book plan, upon giving up his shares and paying calls, is entitled to his share of the stock and plant. A year after P., a shareholder in a Cornish mine, had relinquished his shares as above, without being paid his share in the stock and plant, the company was wound up. *Held*, that P. might prove a claim for his share of the stock and plant, as a creditor.—*In re Prosper United Mining Company*, L. R. 7 Ch. 286.

See **BANKRUPTCY**, 2.

PROOF OF DEATH.—See **INJUNCTION**, 1.

PROVISION FOR CHILDREN.—See **DEBT**.

PROXIES.—See **PRACTICE**, 6.

PROXIMATE AND REMOTE CAUSE.

Defendants were negligent in allowing their vessel to strike on a bank; she was driven thence against the plaintiff's sea-wall, as was inevitable, after she had once struck the bank. *Held*, that defendants were liable.—*Romney Marsh v. Trinity House*, L. R. 7 Ex. 247; s. c. L. R. 5 Ex. 204.

See **DAMAGES**, 2.

PUBLIC SAFETY.—See **LIABILITY OF BUILDER**.

PUNISHMENT.—See **INDICTMENT**.

PURCHASE-MONEY.

H. agreed to purchase real estate, and died before the purchase was completed, and the vendor neglected to enforce specific performance. *Held* that the heir-at-law of H. was entitled to the purchase money.—*Hudson v. Cook*, L. R. 13 Eq. 417.

QUIET ENJOYMENT.—See **LANDLORD AND TENANT**, 3.

RAILWAY.

1. A railway company covenanted with parties who built refreshment saloons along the line, that all trains, "except . . . those not under the control of the company," should stop ten minutes at a certain station. The post-office department required the company to run a mail train, stopping five minutes at said station. *Held*, in an action on the covenant, that such train was not under the control of the company.—*Phillips v. The Great Western Railway Company*, L. R. 7 Ch. 409.

2. Plaintiff agreed with defendant company to sell it eleven acres of land, from a tract containing two hundred acres, at an agreed price; and it was further stipulated, that if the company wanted more land, it should pay at the rate of £100 per acre for it. The agreement was to be supplemental to the Lands Clauses Acts. The company took the eleven acres, and before the expiration of the power to take land given under its Acts, it gave notice to treat for three acres without mentioning the agreement. Subsequently the company abandoned its proposal to treat, and claimed under the agreement. The engineer testified that the three acres were needed for the business of the road. *Held*, that the company could take only a necessary quantity under the agreement, that it was not estopped from asserting the agreement by its notice to treat, that the engineer's word was *prima facie* evidence of what quantity of land the road needed; and that it should have the three acres at £100.—*Kempt v. Southeastern Railway Company*, L. R. 7 Ch. 364.

See **CONDITION PRECEDENT**; **LIEN**.

RATABILITY.—See **SURFACE LANDS**.

REAL ESTATE.—See **LEGACY**, 3; **WILL**, 9.

REALTY AND PERSONALTY.—See **LEGACY**, 3.

REBUTTAL.—See **EVIDENCE**, 2.

RECITALS.—See **POWER OF SALE**.

REFEREE.—See **EVIDENCE**, 4.

REMOVEDNESS.—See **WILL**, 10.

RENEWAL OF PATENT.—See **LETTERS PATENT**, 2.

RENT.—See **AUCTION**; **LANDLORD AND TENANT**, 2, 4.

RESIDUARY LEGATEE.—See **WILL**, 6.

RESTRAINT OF PRINCIPLES.—See **CONTRACT**, 1.

RESTRICTION AS TO PARTICULAR TRADE.—See **LANDLORD AND TENANT**, 3.

RESULTING TRUST.—See **STATUTE OF FRAUDS**, 2.

RISK.—See **SALE**.

RULE IN SHELLY'S CASE.—See **TRUSTEE**, 2.

SALE.

Plaintiffs, according to their custom, sold defendant sugar on these terms: "Prompt at one