

DIGEST OF ENGLISH LAW REPORTS.

J. sent to S. an invoice, giving the numbers, weight, and prices of the X. hops and of the marked pockets of Y. hops, and a draft for acceptance. S. refused to accept the draft or to receive the Y. hops. *Held*, that the property in the Y. hops had not passed. S. had neither authorized nor subsequently assented to the appropriation of the Y. hops to him by J.—*Jenner v. Smith*, L. R. 4 C. P. 270.

2. Stock-jobbers agreed on the Stock Exchange to buy 100 shares for a certain day, and on the sale-note were the words "with registration guaranteed." The jobbers, before the day, gave the name of a transferee, who duly paid the purchase money. The seller executed and delivered the deed of transfer to the transferee, but the latter never registered it, and calls were made upon the seller, who filed a bill against the jobbers for indemnity, and afterwards died. *Held*, that the jobbers were liable to indemnify the seller's estate.—*Cruse v. Paine*, L. R. 4 Ch. 441; s. c. L. R. 6 Eq. 641; 3 Am. Law Rev. 714, 715.

3. Stock-jobbers agreed on the Stock Exchange to buy ten shares, and on the name-day gave the name of G. as ultimate buyer, to whom the shares were transferred without objection. It was afterwards discovered that said shares were delivered to the brokers named on the name-ticket as G.'s brokers, as part of a large number bought for S., as undisclosed principal (the dealings not being for specific shares), and that, by arrangement between S. and G., the name of G., who was irresponsible, was given. G.'s brokers and the jobbers were ignorant of this arrangement. *Held* (*Per KELLY, C.B.*, and *BRAMWELL & PIGOTT, BB.*, *CLEASBY, B.*, *dissentiente*), that G. was an ultimate purchaser within the usage of the Stock Exchange, and that the jobbers were not liable for calls.—*Maxted v. Paine*, L. R. 4 Ex. 203.

See COLLISION, 3; COPYRIGHT; VENDOR AND PURCHASER OF REAL ESTATE.

SALVAGE

In a case in which the Judicial Committee, being assisted by the Nautical Assessors of the Court, were of opinion that too large a sum had been allowed by the court below as salvage, the vessel assisted not having been in imminent peril of destruction, the sum awarded was reduced by more than one-half.—*The Chetah*, L. R. 2 P. C. 205. See *The England*, *ib.* 253. But see *The Alice* and *The Princess Alice*, *ib.* 245.

SEAMAN—See CONTRACT.

SEPARATION DEED.

By a deed which recited that B. and his wife had agreed to live apart from each other during the remainder of their lives "upon the terms and conditions hereinafter contained," B. covenanted with trustees to allow his wife to live separate, and settled a sum of money upon trust for his wife for her life, and for their children after her death, with a proviso that if B. and his wife should afterwards agree, by writing, &c., to cohabit together, the income of said sum should be paid to B. during such cohabitation, and the trustees covenanted to indemnify B. against his wife's acts and engagements. No separation took place between B. and his wife. *Held*, that the deed was a separation deed, and not a voluntary settlement, and that, as no separation took place, it was wholly void.—*Bindley v. Mulloney*, L. R. 7 Eq. 343.

See DESERTION, 1.

SERVANT—See CONTRACT.

SETTLEMENT—See DEED; FRAUDULENT CONVEYANCE, 1, 2; SEPARATION DEED; WARD OF COURT; WIFE'S EQUITY.

SHIFTING USE—See FORFEITURE; PERPETUITY.

SHIP—See COLLISION; CONTRACT; INSURANCE, 1; SALVAGE.

SLANDER—See LIBEL.

SOLICITOR—See ATTORNEY; MORTGAGE, 4; PARTNERSHIP, 1.

STATUTE.

1. The occupier of premises near the Thames had been used to draw water from the river, and to bring barges to a draw dock, as public rights, and not as easements attached to the premises, and was obstructed in the enjoyment of these rights by the works of the Thames embankment. *Held*, that there was no such "interest in land, injuriously affected," as to entitle him to compensation under the Lands Clauses Act.—*McQueen v. Metropolitan Board of Works*, L. R. 4 Q. B. 358.

2. St. 10 Vict. c. 14, s. 13, imposes a penalty on certain persons who shall expose for sale certain articles, except in their own dwelling place or shop. A. was tenant of a dwelling-house and shop, and of ground in front of the same. A wooden shed had been attached to the house for eighteen years, and was partially supported on flags projecting three feet from the house and part of the original building, and in this shed A. exposed said articles for sale. *Held*, that the shed was part of the house, and that A. was not liable (*MELLOB, J.*, *dissentiente*).—*Ashworth v. Heyworth*, L. R. 4 Q. B. 316.