

## DIGEST OF ENGLISH LAW REPORTS.

and the shipper declared his election to pay the remaining two-thirds in cash less interest. *Held*, that the delivery of the cargo and payment of the balance of the freight were to be concurrent acts; and that the master was not bound to deliver the cargo unless the consignee paid, or was ready and willing at the same time to pay, the balance of the freight.—*Paynter v. James*, Law Rep. 2 C. P. 348.

2. To obtain the benefit of the 17 & 18 Vict. c. 104, sec. 388, exempting the owner of a ship having, by compulsion of law, a pilot on board, from liability for damage by default of the pilot, it is not enough to show that the pilot was in fault, but also that there was no default on the part of the master and crew, which might have in any degree been conducive to the damage; therefore, where the master and crew neglected to keep a good look-out, and such neglect conduced to a collision, the owners were *held* liable. The duty of a pilot is to attend to the navigation, and of the master and crew to keep a good look-out.—*The Iona*, Law Rep. 1 P. C. 426.

See ADMIRALTY; BILL OF LADING; FOREIGN COURT; INSURANCE; STOPPAGE IN TRANSITU.

## SOLICITOR.

An agreement between a solicitor and a client, that the solicitor shall be paid a fixed salary, clear of all office expenses, and including all emoluments, he paying to the client any surplus of receipts over payments, and that the solicitor shall transact no professional business for any other client, is not opposed to the policy of the law.—*Galloway v. Corporation of London*, Law Rep. 4 Eq. 90.

## SPECIAL PERFORMANCE.

A. made an agreement as to crossings on a railway running through his land, the agreement was not carried into effect. *Held*, that he could not, on the ground of any general right, claim to have the crossings made at the discretion of the court of chancery.—*Earl of Darnley v. London, Chatham and Dover Railway*, Law Rep. 2 H. L. 43.

See HUSBAND AND WIFE, 2; VENDOR AND PURCHASER OF REAL ESTATE, 1.

STATUTE OF FRAUDS.—See FRAUDS, STATUTE OF.

STATUTE, REPEAL OF.—See BANKRUPTCY, 5.

## STOPPAGE IN TRANSITU.

Goods were shipped by the vendor on a general ship, belonging, as the vendor knew, to the purchaser. Three parts of the bill of lading, by which the goods were delivered at G. to the purchaser or assigns, were handed to the vendor, and the fourth retained by the

master. *Held*, that the right to stop *in transitu* before delivery at G. was gone.—*Schotsmans v. Lancashire and Yorkshire Railway Co.*, Law Rep. 2 Ch. 332.

See EQUITY, 1.

SUCCESSION DUTY.—See ADMINISTRATION, 3.

## SURETY.

A surety who has signed a bond, on the faith of its being signed by the principal debtor also, is bound, though the principal has never signed it, if the principal has executed an instrument on which the creditor may sue him, and become a specialty creditor of his.—*Cooper v. Evans*, Law Rep. 4 Eq. 45.

See GUARANTY.

## THREAT.

Forcing a builder by threats to discharge a workman because he was not a member of a trade's union, is punishable under 6 Geo. IV. c. 129, sec. 3, which prohibits forcing a master by threats "to limit the description of his workmen."—*Skinner v. Kitch*, Law Rep. 2 Q. B. 339.

## TRUST.

1. Money was, without valuable consideration, given to a trustee, to be held on certain trusts then declared, and it was agreed that the transaction should be ratified and completed by a deed; and a deed was afterwards executed wholly inconsistent with the trusts declared by parol. The court ordered the deed cancelled, and the money repaid to the settler who had executed the deed in ignorance of its legal effect.—*Lister v. Hodgson*, Law Rep. 4 Eq. 30.

2. E., by voluntary deed, in 1858, assigned certain property and "all other her personal estate" to R. absolutely, and appointed R. her attorney, in her name, but for R.'s sole benefit, to sue for the assigned premises, and to do all acts necessary for deriving the full benefit of the assignment. E. owned certain promissory notes, which were not mentioned in the deed. Shortly after E. died. On R.'s death, in 1864, these notes were found in his possession, but not indorsed to him; there was no evidence of any delivery of them by E. to R. *Held*, that the property in the notes passed by the deed to R., on the principle that the deed operated as a complete declaration of trust by E. of all her personalty property in favor of R.—*Richardson v. Richardson*, Law Rep. 3 Eq. 686.

3. By a marriage settlement, trustees were to hold £2,000 (coming from the wife's father) on trust, after the wife's death, for her children, their shares to be vested at twenty-one or marriage; with a proviso, that, till the principal should be payable to the children, the