was reserved to the lords.—*Musgrave* v. *Forster*, L. R. 6 Q. B. 590.

Residuary Estate.—See Charity.

Riparian Rights.—See Easement.

River.

The Lord Chancellor *held* that the conservators of a river, appointed by Parliament, were the best judges of the necessary height of the water, and that evidence lessening the height they deemed necessary was of extremely little weight. — *Attorney-General* v. *Great Eastern Railway Co*., L. R. 6 Ch. 572.

See Easement; Evidence.

Sale.

The plaintiff offered to sell to the defendant oats, exhibiting a sample. The defendant accepted the offer, believing the oats to be old, and paying a very high price for them if new; and the plaintiff, it seems, was aware of the defendant's mistaken belief. The defendant discovered the oats were new, and refused to complete the contract. *Held*, that passive acquiescence of the plaintiff in the self-deception of the defendant did not avoid the contract. Though the minds of the parties were not *ad idem* on the age of the oats, they were so as to the sale and purchase of them. It seems that if the plaintiff believed the defendant to believe that he, the plaintiff, was contracting to sell old oats, the defendant would have been relieved from liability.—*Smith* v. *Hughes*, L. R. 6 Q. B. 579.

Salvage.

On appeal from the Admiralty Court, salvage for services under circumstances of great danger in saving a ship and cargo, valued at £46,000, were increased from £1,000 to £2,000. —*Arnold* v. *Cowie* (The Glenduror), L. R. 3 P. C. 589.

See Cargo; Insurance.

Seal.

A commission was issued for taking the acknowledgment of a deed at Melbourne. The deed when sent out had pieces of green ribbon attached to the places where the seals should be, but no wax. The deed was returned in the same state, properly attested as "sealed," &c. *Held*, that there was sufficient *primâ facie* evidence that the deed was sealed at the time of its execution.—*In re Sandilands*, L. R. 6 C. P. 411.

See Covenant, 1; Lease.

Security.—See Bills and Notes, 3; Executors and Administrators.

Set-off.

1. A county treasurer kept with a bank an account headed "Police Account," and also his private account. He overdrew his private account, and paid the sums so obtained to the credit of the police account, and subsequently became bankrupt. There stood to his credit in the police account a large sum, somewhat exceeding the amount due thereon from him to the county, and about equal to his indebtedness to the bank on his private account. *Held*, that the bank could not set off the two accounts, and that the balance due on the police account belonged to the county.—*Ex parte Kingston*, L. R. 6 Ch. 632.

2. Action for improper performance of contract. Defence that the defendant had brought action for price of work under said contract, and had recovered the whole amount, no evidence of said improper performance having been offered. *Held*, that the plaintiff was not bound to offer said evidence to effect a set-off, but might bring the present cross-action.—*Davis* v. *Hedges*, L. R. 6 Q. B. 687.

See Partnership, 1.

Settlement.

1. Where a party made a voluntary settlement, and nine months afterward was insolvent, the burden of proof was held to be on him to show his solvency at the date of the settlement.—*Crossley* v. *Elworthy*, L. R. 12 Eq. 158.

2. By settlement a husband's real estate was limited to his first and other sons successively in tail male. The wife's estate was limited to the sons and daughters "other than the eldest or only son," as tenants in common in tail. A third son succeeded to the father's estate, and the former's son claimed a share with the daughters in the wife's estate. *Held*, that "eldest son" meant eldest son taking the father's estate, and that said son of the third son was entitled to no interest in the wife's estate.—*In re Bayley's Settlement*, L. R. 6 Ch. 590.

3. By marriage articles a father covenanted with his daughter's husband to settle property at his death upon the husband and wife during their respective lives, and after their death to their issue. The husband covenanted to settle his property upon like trusts. The wife died without issue, and the father died, directing his executors to pay whatever might be due under the marriage articles. The husband had never performed his covenant, and claimed a life interest in his wife's father's property. *Held*, that the performance of his covenant by the husband was not a condition precedent to his claim against said father's property, and the claim was allowed.—*Jeston* v. *Key*, L. R. 6 Ch. 610.

See Power.