

The £5,000 was more than a fifth of the value of the salved vessel, her cargo, and freight—but the master agreed to the terms, believing that his vessel would be abandoned if he did not. The vessel was towed into Halifax, a distance of 350 miles. The present action was to recover the £5,000 stipulated for, but the Court thought that the agreement was made under compulsion, and was therefore not enforceable, as the sum was exorbitant, and treating the agreement as inoperative, awarded the salvors £3,000 and costs.

SALVAGE—ACTION IN PERSONAM.

In *Five Steel Barges*, 15 P.D., 142, the President decided that an action for salvage will lie *in personam* against the owner of the salved vessel, though it may have been delivered up to third persons by the salvor, and the lien thereon lost.

PROBATE—TWO WILLS.

In *re Callaway*, 15 P.D., 147, a testator having estates in England and Africa, made two wills, each purporting to be independent of the other—the one disposing of his African, and the other of his English, estates; and it was held that probate might be granted of the English will alone, without requiring the African will to be brought in, but an affidavit exhibiting an attested copy of the latter was required to be filed, and a statement was inserted in the probate that such affidavit had been filed.

BUILDING SOCIETY—NOTICE OF WITHDRAWAL BY MEMBER.

Sibun v. Pearce, 44 Chy. D. 354 may be referred to as throwing light on the legal effect of a notice of withdrawal given by a member of a building Society, under the Rules of which Society it was provided that a member who had given notice of withdrawal should cease to take part in the affairs of the Society. The Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.) affirming North, J., held that notwithstanding the Rule above referred to, that until the member who had given notice of withdrawal had been paid the amount due to him, he did not cease to be a member, and must be taken into account in ascertaining the majority of members required by statute to sign an instrument for the dissolution of the Society.

PARTIES—PATENT—RIGHT OF MORTGAGOR TO SUE FOR INFRINGEMENT.

Van Gelder v. Sowerby Bridge Society, 44 Chy. D., 374, was an action brought by a mortgagor of a patent to restrain an infringement. The mortgagee refused to be made a plaintiff and no application had been made to add him as a defendant. Kekewich, J., before whom the action came on for trial, dismissed the action on this preliminary objection, that the mortgagor could not maintain the action without going into the merits. But on appeal (Cotton, Lindley, and Bowen, L.JJ.) reversed his decision, holding that the mortgagor could maintain the action without the mortgagee being a party, and even if he were a necessary party, the action ought not to have been dismissed, but the Court should have added the mortgagee as a party.