

DIGEST OF ENGLISH LAW REPORTS.

ber, 1876, he wrote again as follows: "Since the present year, I find myself in a more hopeful sphere, which, as soon as the general commercial crisis gives way, will render to me more than necessary for living." It did not appear that the "general commercial crisis" had, in fact, "given way." *Held*, that the claim was not saved by these letters from being barred.—*Meyerhoff v. Froehlich*, 4 C. P. D. 63; s. c. 3 C. P. D. 333; 13 Am. Law Rev. 301.

See TRUST, 1.

MALICE.—See INJUNCTION.

MARINE INSURANCE.—See INSURANCE.

MARKET.—See SALE, 1.

MARRIAGE.—See JURISDICTION.

MARRIAGE SETTLEMENT.—See TRUST, 2.

MARRIED WOMEN.—See HUSBAND AND WIFE.

MISDESCRIPTION.

Joseph Wood, a farmer, lived on a farm called "Lache Hall Farm," near Chester. but within the County of the City of Chester. He was christened Joseph merely, but had assumed the name of Joseph Albert, and took the lease of his farm, and did his business in that name, and was known to his creditors by it. In 1876, he gave a mortgage or bill of sale to one H. as trustee for his wife for money advanced on his growing crops. He signed it "Joseph Wood," and was described in it as "Joseph Wood, of Lache Hall Farm, in the County of Chester, farmer," and the farm was described as in the occupation of "Joseph Wood," and situate in the "County of Chester." The affidavit of execution made by the witness repeated the same expressions. The document was duly registered under the Bills of Sale Act, 1854, exactly as it was written. That act requires a "description of the residence and occupation of the person making or giving the same." In 1878, wood was adjudged bankrupt, being described as "Joseph Wood, commonly called Joseph Albert Wood, Chester, farmer." There was no farmer of the same name in the County of Chester. *Held*, that the registration was not invalid for misdescription.—*Ex parte M'Hattie*. In re Wood, 10 Ch. D. 398.

MORTGAGE.

1. A mortgagor who receives the rents and profits may maintain an injunction in his own name to save the property from injury. It is not necessary to join in the mortgage.—*Fairclough v. Marshall*, 4 Ex. D. 37.

2. In 1865, the S. company, limited, mortgaged its works to its bankers, to secure its current account for an amount not exceeding £50,000. There was a covenant to surrender the works, which were copyhold; but no surrender was ever made. There was an attornment clause, by which the company became tenants from year to year of the mortgagees, at a yearly rent of £5,000, which was a fair rent, with right in the mortgagees to enter and expel the mortgagors at will. July 17, 1870, two years' rent was due, and the bankers sent

an attorney to distrain, and he put two men, employed in the works, in charge as keepers. They remained in charge till October 6. July 18, the company asked the bankers to postpone the sale, and they did not proceed. July 19, a petition for winding up was made, and July 28, an order was granted, and a liquidator appointed. In November, the property was sold without prejudice, and realized less than the bankers' claim. *Held*, that the bankers were entitled to their sum as landlords under the distress, by virtue of the attornment clause. *Ex parte Williams* (7 Ch. D. 138) distinguished.—*In re Stockton Iron Furnace Company*, 10 Ch. D. 335.

3. F., by a writing, assigned his goods therein described, to a company "as their own proper chattels and effects," in consideration of a loan. If he paid the loan, the deed was to become void. If he became, *inter alia*, "embarrassed in his affairs," the company could at once take possession, and "until default be made in payment," he could "hold, make use of, and possess the said goods, chattels, and effects," without interference. The document was duly registered. The company heard subsequently that F. was embarrassed in his circumstances, as was the case, and put in a keeper without demanding payment, and before any payment was due. In subsequent bankruptcy proceedings against F., *held*, that company was entitled to the proceeds of the goods.—*Ex parte National Guardian Assurance Company*. In re Francis, 10 Ch. D. 408.

4. L., a merchant, was in the habit of strengthening his account at the bankers, by depositing securities from time to time. In 1876, his debit balance was £62,000, and on that day he deposited the title-deeds of his property at C., with a memorandum reciting that it was in consideration of £15,000, and that it was agreed that the security was "to cover any moneys due from time to time from" him to them with interest. He received the £15,000 at different times as he wanted it, and from time to time received back other securities previously deposited, as he partially paid off the previous advances. He also made further deposits of securities from time to time, including title-deeds of freehold and other real estate; but no other memorandum was given. On his death, *held* that the aggregate sum due the bank at his death was chargeable ratably on all the securities in the bank's hands at that time. *Lipscomb v. Lipscomb* (L. R. 7 Eq. 501) and *De Rechford v. Davies* (L. R. 12 Eq. 540) criticised.—*Leonino v. Leonino*, 10 Ch. D. 460.

5. W. had an execution in his house, and to discharge it, got £150 from C., with part of which he paid the execution. W. gave C. a receipt "for the absolute sale" of the furniture attached, and at the same time, a document was signed by W. and C., by which W. "hired" of C. the said furniture for two months for £170. If the £170 was not duly paid, or if during the time W. became bankrupt or the property became in any way liable to seizure, or W. should remove it from the house, C. was to have authority to take the goods at once. If C., took the goods and sold them, he