

DIGEST OF ENGLISH LAW REPORTS.

the negligence of the latter, which wholly controlled the traffic arrangements.—*Thomas v. Rhymney Railway Co.*, L. R. 5 Q. B. 226.

2. A railway company is not liable to the owner for the loss of luggage which is delivered to the company, with the owner's knowledge, as part of the ordinary luggage of another person, a passenger.—*Becher v. Great Eastern Railway Co.*, L. R. 5 Q. B. 241.

3. Hedge trimmings, &c., were left in heaps near defendants' railway by their servants for fourteen days in very hot weather. A fire broke out in the heaps just after two trains had passed, and was carried by a high wind along an adjoining hedge, over a stubble field and a public road, to plaintiff's cottage, two hundred yards from the line, and burned the same. There was no evidence that the engines were improperly constructed or driven. *Held* (Brett, J., *dissentiente*), that there was evidence to go to the jury of negligence on the part of the defendants.—*Smith v. London & S. W. Railway Co.*, L. R. 5 C. P. 98.

See COMPANY, 4; PRIVILEGED COMMUNICATION.

REDEMPTION SUIT.

A suit for redemption, in which the right to redeem is denied, is a redemption suit.—*Powell v. Roberts*, L. R. 9 Eq. 169.

RELEASE.—*See* MARRIAGE SETTLEMENT.

REMEDY AND RIGHT.—*See* STATUTE.

RESTRAINT OF TRADE.

A manufacture carried on partly under patents, and partly by secret processes, was sold, and the vendors covenanted not to carry on the same, nor to allow it to be carried on in any part of Europe, nor to communicate the process "so as in any way to interfere with the exclusive enjoyment by [the purchasers] of the benefits hereby agreed to be purchased." *Held*, that this covenant could be enforced by injunction.—*Leather Cloth Co. v. Lorrison*, L. R. 9 Eq. 345.

See EMBEZZLEMENT.

REVOCATION.—*See* VOLUNTARY CONVEYANCE.

REVOCATION OF WILL.—*See* WILL, 8.

SECURITY.

1. A., an army agent, to secure balances from time to time due to him from B., an officer, took out in his own name and paid for policies on B.'s life, but charged B. in his books with the premiums paid, &c. A. drew on B. for round sums, more than the balance due from B., including the premiums, and B. accepted the bills (the Chancellor thought merely as a means to raise money), but they were afterwards dishonored. No account had

been sent to B. charging him with the premiums, nor did it appear that he knew he was so charged. *Held*, reversing the decree below, that A. was entitled to the whole proceeds of the policies, without accounting to B.'s representatives.—*Bruce v. Garden*, L. R. 5 Ch. 32; *s. c.* L. R. 8 Eq. 430. 4 Am. Law Rev. 465.

2. An annuity was granted which, besides interest on the purchase-money, was large enough to pay premiums on a policy taken by the annuitant on the life of the grantor. The grantor was bound to aid in effectuating the policy, but the annuitant could have kept the money instead of obtaining the insurance, had he so desired. The grantor afterwards repurchased the annuity, as he had a right to do by the terms of sale, and demanded an assignment of the policy in the hands of the annuitant, which Stuart, V. C., refused on the authority of *Gottlieb v. Cranch*, 4 De G. M. & G. 440, against his own opinion.—*Knox v. Turner*, L. R. 9 Eq. 155.

SEPARATE PROPERTY.—*See* HUSBAND AND WIFE, 3, 4.

SEPARATION DEED.—*See* DESERTION.

SETTLEMENT.—*See* FRAUDULENT CONVEYANCE; LIMITATIONS, STATUTE OF, 1; MARRIAGE SETTLEMENT; POWER, 1, 4; VOLUNTARY CONVEYANCE.

SHERIFF.

A certificate of the filing and registration of a deed under sec. 192 of the Bankruptcy Act of 1861, is, by sec. 198, available to the debtor for all purposes as a protection in bankruptcy, but it was *held*, nevertheless, that the sheriff was not liable in trespass for arresting or detaining a debtor after production of such a certificate. This case contains some interesting discussion outside the words of the act.—*Ames v. Waterlow*, L. R. 5 C. P. 53.

SHIFTING USE.—*See* FORFEITURE.

SHIP.

By Stat. 24 Vic. cap. 10, sec. 13, "when-ever any . . . vessel, or the proceeds thereof, are under arrest of the High Court of Admiralty, the said court shall have" certain powers. In a case where proceedings *in rem* had been instituted in said court against a vessel, and bail had been given for it, but the vessel had never been under actual arrest: *Held*, that the court had said powers.—*The Northumbria*, L. R. 3 Adm. & Ecc. 24.

See GENERAL AVERAGE; INSURANCE.

SLANDER.

A.'s widow gave B., as security, a bill of sale of certain of A.'s goods, without having taken out administration. C. took out administra-