used for those purposes. A railway cannot obstruct the windows of a building adjoining the railway, so as to prevent the owner from acquiring an adverse right to look across the railway. An adjoining owner may acquire land left outside the fence enclosing the railway land, by adverse possession, on the presumption that the railway has abandoned it.—*Norton* v. *London & North-Western Railway Co.*, 9 Ch. D. 623.

2. By the Railway and Canal Traffic Act (17 & 18 Vict. c. 31, § 2), railway companies are forbidden to "give any undue or unreasonable preference or advantage to, or in favour of, any particular person or company," in the matter of carrying and forwarding freight. Respondent had a brewery at B. where there were three other breweries. The latter were connected with the M. railway. Respondent's was not. In order to get some of the freight from the three breweries away from the M. railway, the appellant railway carted their goods from the breweries to its freight depot, free of charge, and still made a profit on the whole transportation. The appellant made a charge to the respondent and all others for the same service. *Held*, that this was an "undue preference" within the act, and the respondent could recover in an action for money had and received, what he had paid under protest for such cartage.—*The London & North-Western Railway Co.* v. *Evershed*, 3 App. Cas. 1029; s. c. 2 Q. B. D. 254; 3 Q. B. D. 134.

See EVIDENCE, 1; INJUNCTION, 2.

RESIDUE.—See WILL, 3.

REVERSION.—See MORTGAGE, 2,

SALE.

1. Shares were sold by auction August 1. Under the conditions of sale, twenty per cent of the price was paid down. The transfer was to be made August 29, and the balance paid, "when and where the purchases are to be completed, and in this respect time shall be of the essence of the contract." If a purchaser failed to "complete the purchase on August 29," the deposit money was to be forfeited. August 28, a dividend was declared. *Held*, to belong to the purchaser.—*Black* v. *Homersham*, 4 Ex. 24.

2. C. & Co., furniture dealers, delivered furniture to R. under this agreement: R. was to pay C. &. Co. £10 down, and £5 on the fourth of each succeeding month, and also give C. & Co. his promissory notes as collateral security for the above payments, without prejudice to C. & Co.'s title. If C. & Co. removed the furniture, the notes were to be given up. R. was to pay the rent on the premises where the furniture was kept, promptly, and not remove, sell, or encumber the goods. If the notes were not paid when due, C. & Co. could remove the goods, and R. forfeited what he had paid, without remedy. On payment by R. of the full agreed value of the furniture £65, as aforesaid, the goods were to become his property. Otherwise, and until then, they remained the property of C. & Co. and were simply on hire to R. R. filed a petition in liquidation, and C. & Co. removed the goods, and the trustees claimed them. *Held*, that the agreement was not a bill of sale, and hence did not require to be registered, and C. & Co, were entitled.—*Ex parte Crawcour. In re Robertson*, 9 Ch. D. 419.

See SHIPPING AND ADMIRALTY, 2.

SALVAGE.

The *Cleopatra*, built for conveying the obelisk Cleopatra's Needle from Egypt to London, was abandoned in the Bay of Biscay, and was found on her beam ends by the steamship *Fitzmaurice*, and towed safely into the port of Ferrol. The court, by consent, fixed the value of the property saved at £25,000, and awarded £2,000 salvage, giving £1,200 to the owner, £250 to the master, and the balance to the crew, according to their rank and their services as salvors.—*The Cleopatra*, 3 P. D. 145.

SEISIN.

In 1864, R. died intestate, being seised in fee of freehold houses. A., his sole heiress at law, did not enter in possession, but R.'s widow, under colour of a pretended will, unlawfully entered and remained in possession till 1869, when she died, having devised the estates to the defendants, who entered and remained from that time in possession. A. died in 1871, and, by will dated in 1870, devised to plaintiff "all real estate (if any) of which I may die seised" must be construed technically, and as the testatrix had not seisin at the time of her death, the plaintiff could not recover.—*Leach* v. *Jay*, 9 Ch. D. 42; s. c. 6 Ch. D. 496.

SET-OFF.

H., by will dated in 1862, left E. property. H. died in 1875. A week before her death, E. had been adjudged bankrupt. He owed H. a debt contracted in 1869. *Held*, that there could be no set-off, but the whole of the legacy must be turned over to the trustees in bankruptcy.—*In re Hodgson, Hodgson* v. *Fox*, 9 Ch. 673.

SETTLEMENT.

1. In an antenuptial settlement, H., the intending husband, made a covenant that, in case, during the joint lives of himself and his intended wife, "any future portion, or real or personal estate" should come to or devolve upon her or him in her right under a certain will named, or any other will, donation, or settlement, or in any other manner, "whether in possession, reversion, remainder, contingency, or expectancy," the husband and all other necessary parties would concur with the wife in all reasonable acts to settle "all such future portion, real or personal estate," according to the settlement then being made. The intended wife was entitled, at that time, contingently on the happening of two events, to a fund, under the will named. These two events happened during the coverture; but the fund was not reduced to possession until after her death. *Held*, reversing the decision of MALINS, V. C., that it was not governed by the covenant in the settlement.—*In re Michell's Trusts*, 9 Ch. D. 5; s. c., 6 Ch. D. 618.