

DIGEST OF ENGLISH LAW REPORTS.

vide a sufficient staff for the traffic of the plaintiffs; the plaintiffs to pay the H. railway a proportion of the through rates and fares by way of commuted toll; and the plaintiffs to haul the local traffic of the H. company, should the latter so desire. The G. Company refused to permit the passage of trains from the plaintiff's line on to the H. railway, alleging that said agreement between the plaintiffs and the H. railway was *ultra vires* and void. *Held*, that said agreement was valid.—*Midland Railway Co. v. Great Western Railway Co.*, L. R. 8 Ch. 841.

See CONTRACT, 1; STATUTE.

RATIFICATION.—See CONTRACT, 3.

RECEIPT.—See EVIDENCE, 3.

RECEIVER.—See COMPANY, 3.

REPAIRS.—See DEVISE, 4.

RESIDUE.—See DEVISE, 1, 2, 5; LEGACY, 4, 5.

REVERSION.—See CHARGE.

REVOCATION OF ASSENT.—See LEGACY, 9.

SALE.—See BROKER; CONTRACT, 2; TRUST, 4;
VENDOR AND PURCHASER.

SALVAGE.

1. More than half of the proceeds of the property saved, less salvor's expenses, awarded as salvage in *The Rasche*, L. R. 4 Ad. & Ec. 127.

2. Salvage awarded to a steam-tug which attempted unsuccessfully to aid a vessel exhibiting signals of distress.—*The Melpomene*, L. R. 4 Ad. & Ec. 129.

See WAGES.

SATISFACTION.—See DEVISE, 3.

SECURITY.—See BILLS AND NOTES, 1; MORTGAGE, 1; PRIORITY, 2.

SETTLEMENT.

1. A widower, two days before going through the ceremony of marriage with his deceased wife's sister B., executed a deed reciting that he had previously transferred certain bank shares to trustees, and directing said trustees to hold said shares in trust for B. for life, remainder as B. should by will appoint. The widower and B. lived together as husband and wife until the former's death. *Held*, that said deed could not be set aside as founded upon an illegal consideration.—*Ayerst v. Jenkins*, L. R. 16 Eq. 275.

2. Where a covenant to settle after-acquired property is limited to the case funds of a specified amount are acquired at any one time, such funds must be derived from the same source; and where a person receives funds subject to such a covenant, but over which he has a power of advancement, any sum advanced must be included in determining whether said funds are of sufficient amount to fall within the covenant.—*Hood v. Franklin*, 16 Eq. 496.

3. A settlement was executed by a married woman and a trustee, wherein a sum of money

recited to be in the trustee's hands was settled upon certain trusts. Said recital was untrue; and the deed was executed upon the faith of a promise made by the woman, that she would forthwith pay said sum to the trustee from her separate estate. *Held*, that said promise could not be enforced.—*Marler v. Thomas*, L. R. 17 Eq. 8.

4. By letters-patent a barony was conferred on E. for life, with remainder to her second and other sons and the heirs male of their respective bodies successively. The patent contained a proviso that if any person taking under the patent should succeed to a certain earldom, the succession to the barony should devolve upon the son of said E., or the heir who would be next entitled to said barony if the person succeeding to the earldom was dead without issue male. A testatrix devised lands to trustees in trust to convey, settle, and assure the same in a course of entail, to correspond as nearly as may be with the limitations of said barony and the provisos affecting the same; and a settlement was made accordingly, containing the proviso that if any person taking under the limitations therein contained should succeed to the above earldom, then the succession to said lands should devolve upon the son of said E. or the heir who would be next entitled to succeed to said barony if the person succeeding to said earldom was dead without issue male. The second son of E. afterward succeeded to said earldom, and had issue male. *Held*, that the third son of E. became entitled to said lands upon the succession of said second son of E. to the earldom.—*Cope v. Earl De la Warr*, L. R. 8 Ch. 982.

See COMPANY, 4; DEVISE, 4.

SHAREHOLDER.—See COMPANY, 2, 4, 5; PARTNERSHIP, 2.

SHIP.—See BILL OF LADING; BURDEN OF PROOF; FREIGHT; JURISDICTION; SALVAGE; WAGES.

SOLICITOR.—See LIEN, 1.

SOVEREIGN POWER.—See SETTLEMENT, 4.

SPECIFIC APPROPRIATION.—See BILLS AND NOTES.

SPECIFIC BEQUEST.—See LEGACY, 1.

SPECIFIC PERFORMANCE.—See CONTRACT, 3; JURISDICTION.

STATUTE.—See APPOINTMENT, 2; CORPORATION.

STATUTE OF FRAUDS.—See FRAUDS, STATUTE OF.

STATUTORY POWER.—See RAILWAY, 1.

STOCK EXCHANGE.—See BROKER.

SUCCESSION.—See SETTLEMENT, 4.

SUIT.—See COMPANY.

SURETY.—See GUARANTEE, 1.

TENANT BY THE CURTESY.—See ESTOPPEL.