

dered to the conductor his fare from that point to Boone, could it be claimed this would entitle him to ride on that train to the latter place? We apprehend not. The purchase of a ticket from the ticket agent would give him no greater rights; for under such ticket he would be claiming the same right under the same state of facts he would not be entitled to, had he dealt alone with the conductor. The fact that he made use of another agent of the company other than the conductor cannot enlarge his rights, or change the legal aspect of the case. It must be that the transaction with the agent was a mere continuation of the transaction with the conductor. Both had reference to the right of the plaintiff to ride on that train without the payment of fare from Marshalltown to Boone. The payment of such fare to the agent could not, under the circumstances, give him any more or greater rights than if he had tendered the same amount to the conductor."

#### RECENT ENGLISH DECISIONS.

*Prozy.*—Bankruptcy Rules, 1870, provides that the instrument appointing a proxy shall be under the hand of the creditor, and in the form given in the schedule to the rules. That form is as follows: "I appoint C. D., of, &c., my proxy in the above matter." A creditor gave his solicitor a blank proxy duly signed, and the solicitor filled in his own name, and undertook to act under the proxy. *Held*, that the proxy was good.—*Ex parte Lancaster*, 5 Ch. D. 911.

*Seaworthiness.*—A ship, while lying in the port of S., in a seaworthy condition, was chartered of defendant, by the plaintiff, to proceed to a wharf in said port, take on a cargo of cement, and proceed with it to the port of D. While lying at the wharf she became unseaworthy, though without the knowledge of the defendant, and, while on the voyage, foundered, and the cargo was lost. The jury found the defendant guilty of no negligence. *Held*, that the warranty of seaworthiness attached at the time the ship was loaded and ready to start on the voyage, and was not satisfied by her being seaworthy while lying in port before the cargo was on board.—*Cohn v. Davidson et al.*, 2 Q.B.D. 455.

*Statute.*—The principle appearing to have been laid down in *Couch v. Steel* (3 E. & B. 402),

that, whenever a statutory duty is created, any person who can show that he has sustained injuries from the non-performance of that duty, can bring an action for damage against the person on whom the duty is imposed, questioned by all the judges in *Atkinson v. Newcastle Waterworks Co.*, 2 Ex. D. 441.

*Statute of Frauds.*—1. K. informed his daughter and her intended husband that he had bought a house which should, in the event of the marriage, be his wedding present to his daughter. After the marriage, the daughter and her husband entered into possession of the house, a lease of which K. had bought, subject to payment of certain instalments. K. paid all instalments which fell due in his lifetime, and died leaving a sum of £110 still to be paid, which fell due after his death. *Held*, that possession following K.'s verbal promise took the promise out of the Statute of Frauds; and that K.'s agreement was to give a house free from incumbrances, and that, therefore, the £110 must be paid out of K.'s estate.—*Ungley v. Ungley*, 5 Ch. D. 887; s. c. 4 Ch. D. 73.

2. In a contract for the purchase and sale of land, the vendor was mentioned only as a "trustee, selling under a trust for sale." *Held*, sufficient under the Statute of Frauds.—*Callings v. King*, 5 Ch. D. 660.

3. Eight persons made an agreement to convey certain land to two of their number, by an absolute deed, and that they should sell the same in lots, and hold the proceeds in trust for the eight. The defendant, in April, 1875, made a verbal offer to W., agent of the owners for the sale of the lots, for some of them. W. told him that he must purchase subject to certain conditions, printed on a plan of the lands, and which W. made known to him. The last condition was to the effect that each purchaser should sign a contract embodying the conditions, and the payment of a deposit and the completion of the purchase within two months from the date of the contract. W. promised to lay the offer before the "proprietors," and soon after wrote the defendant, saying the "proprietors" had accepted his offer, and inquiring about his wishes as to the title. The next day defendant replied that, unless he was at liberty to build or not, the offer had better be reconsidered. The next day W. answered, saying the acceptance was an unconditional one, and