

## DIGEST OF ENGLISH LAW REPORTS.

2. Mortgagees are to be paid in priority to material men who, at the time of supplying materials, are not in such actual possession of the ship as to give them a possessory lien.—*The Scio*, Law Rep. 1 Adm. & Ecc. 353.

3. A master gave a bottomry bond on ship, freight, and cargo, binding himself. The proceeds of the ship, which had been sold, and the freight were not sufficient to pay both the master's claim for wages and disbursements and the bondholder. The ship, freight, and cargo, were sufficient. The master had no lien on the cargo. *Held*, the owner of the cargo opposing, that, there being sufficient to pay the bondholder, the master's claim should have priority over the claim of the bondholder, thus marshalling the assets between them.—*The Edward Oliver*, Law Rep. 1 Adm. & Ecc. 379.

PROBATE PRACTICE.—*See WILL*, 1, 2.

## PRODUCTION OF DOCUMENTS.

A defendant cannot be required to produce documents relating to the compromise of a dispute between himself and one not a party to the suit.—*Warwick v. Queen's College, Oxford* (No. 2), Law Rep. 4 Eq. 254.

## PROHIBITION.

One who is sued in an inferior court can bring an action of prohibition, before pleading in the inferior court, if the prohibition be sought on the ground of an absolute lack of jurisdiction in the inferior court.—*Mayor, &c., of London v. Cox*, Law Rep. 2 H. L. 239.

PROMISSORY NOTE.—*See BILLS AND NOTES; COMPANY*, 2.

RAILWAY.—*See COMPANY; PRINCIPAL AND AGENT*, 1; *ULTRA VIRES*.

RENT.—*See MORTMAIN*, 2.

RES ADJUDICATA.—*See BASTARDY*.

## RESIDENCE.

A surgeon in a lunatic asylum in the parish of N. married, and being required to live at the asylum, took lodgings for his wife in the parish of P.; he was in the habit of visiting her nearly weekly, staying from Saturday evening to Monday morning. *Held*, that he was resident in N. not in P.—*The Queen v. Norwood*, Law Rep. 2 Q. B. 457.

REVERSION, SALE OF.—*See VENDOR AND PURCHASER OF REAL ESTATE*.

REVOCATION OF WILL.—*See WILL*, 4.

## SALE.

The defendant bought of the plaintiffs, at a certain price, "413 bales of wool, to arrive *ex Sfige*, or any vessel they may be transhipped in, and subject to the wool not being sold in New York. The wool to be guaranteed about

similar to samples in the broker's possession, and any dispute shall be decided by the brokers' whose decision shall be final." The wool turned out not about similar to sample, and the brokers, after protest from the defendant, awarded that the defendant should take it at a certain abatement. *Held*, that, as the contract was for the sale of specific goods, the guarantee was not a condition but only a warranty, that the brokers had power to award as they had, and the defendant was bound to take the wool accordingly.—*Heyworth v. Hutchinson*, Law Rep. 2 Q. B. 447.

SALE OF REVERSION.—*See VENDOR AND PURCHASER OF REAL ESTATE*.

SALVAGE.—*See COLLISION*, 1.

SHELLEY'S CASE, RULE IN.—*See DEVISE*, 1.

## SHIP.

1. The employment of a pilot is not compulsory on a vessel being towed from one dock to another in the port of Hull, as the vessel is neither passing "into or out" of the port, nor "bound to or from" the port within the Hull Pilot Act.—*The Maria*, Law Rep. 1 Adm. & Ecc. 358.

2. A. agreed with the master of a ship to serve as a sailor for twelve months. The ship was destined for the service of the Peruvian government. At Rio it became known that hostilities had broken out between Spain and Peru. The master was then acting under orders of a Peruvian agent on board, who received instructions from the commanders of two Peruvian war steamers, which had joined the ship on the voyage, and to which from time to time she had supplied coal and ammunition. A. objected to serve any longer, on the ground that the voyage had become illegal, and involved greater dangers than he had contracted to undergo. He accordingly left the ship, and sued the master for breach of contract. *Held* (per Kelly, C. B., and Martin and Pigott, B.B.; Bramwell, B., *dubitante*), that it was a breach of contract to employ A. on a voyage which would expose him to greater danger than he originally had reason to anticipate.

A., after leaving the ship, was imprisoned at Rio for some days as a Peruvian deserter; when released, the ship had gone, carrying off some of his clothes. *Held* (per Martin, Bramwell, and Channell, B.B.; Kelly, C. B., *dissentiente*), that damages for the imprisonment and loss of clothes were too remote to be recoverable.—*Burton v. Pinkerton*, Law Rep. 2 Ex. 340.

*See ADMIRALTY; CHARTER PARTY; COLLISION; FREIGHT; INSURANCE*, 3, 4; *PRIORITY*, 2, 3.