

DIGEST OF ENGLISH LAW REPORTS.

POSSESSION.—See ADVERSE POSSESSION.

POST-OFFICE.—See COVENANT, 4.

POWERS.

Under a settlement power was given to lease premises for ninety-nine years for the purpose of building or repairing buildings, and also power of sale or exchange, but no power was given to raise money by mortgage. A house on the premises became so ruinous from the foundation giving way, that it would have to be rebuilt on a new site. The court being satisfied that the value of the premises with a new house would not be less than the mere agricultural value if the house were pulled down and the material sold, authorized the house to be rebuilt with money raised by mortgage of the estate.—*Frith v. Cameron*, L. R. 12 Eq. 169.

PRACTICE.—See COSTS, 1.

PRESCRIPTION.—See EASEMENT.

PRESENTMENT.—See BILLS AND NOTES, 1.

PRINCIPAL AND AGENT.

1. A. and B. were cotton brokers, each acting for an undisclosed principal. A. bought cotton of B., making an over-payment by mistake. B. had made advances on the cotton to his principal, and subsequently set off the sum received from A. against these advances, and went on making further advances. *Held*, that B. did not, as a mere agent, receive the price from A., but as principal, and was liable to A. for the over-payment.—*Newall v. Tomlinson*, L. R. 6 C. P. 405.

2. The defendant authorized a broker to buy cotton for him, but declined to allow his name to appear. The broker offered to buy cotton of the plaintiff, but the latter refused to trust him, and he therefore gave the defendant's name. Bought and sold notes were exchanged, on which the broker was named as buyer. The plaintiff applied to the broker for payment, and not obtaining it, sued the defendant. *Held*, that the fact of the principal being known at the time of the contract, did not render evidence inadmissible to show that the contract was with him, though the broker's name only appeared in the bought and sold notes; and that neither the insertion of the broker's name in the notes, nor the request for payment, was a conclusive election to look to the broker only.—*Calder v. Dobell*, L. R. 6 C. P. (Ex. Ch.) 486.

See ADVERSE POSSESSION; ATTORNEY; INSURANCE; PARTNERSHIP, 2.

PRIORITY.

The owner of a term mortgaged the same, less two days, to A. He then created an

equitable mortgage by way of second charge in favor of B. And last of all, he assigned the whole term by way of mortgage to C., who had notice of A.'s mortgage, but not of B.'s charge. *Held*, that the equities between B. and C. being equal, C.'s legal estate in the two days entitled him to priority.—*In re Russell Road Purchase Monies*, L. R. 12 Eq. 78.

PROFITS.—See PARTNERSHIP, 3.

PROMISSORY NOTES.—See BILLS AND NOTES.

PROOF OF DEBT.—See EXECUTORS AND ADMINISTRATORS.

RACE.—See GAMING.

RAILWAY.—See LUGGAGE; NEGLIGENCE; RECEIPT.

RATIFICATION.—See LEASE.

RECEIPT.

The plaintiff having been injured by an accident on the defendant railway, was offered and accepted a certain sum in full of all claims for his injuries, after first asking whether the receipt would prevent his recovering further if his injuries proved more severe than then supposed, and receiving an answer in the negative from the defendant's agent. The injuries proved more severe than supposed, the plaintiff brought an action, and the defendant set up the receipt in full. The plaintiff then filed a bill that the defendant be enjoined setting up such defence, but no fraud on the part of the defendant was alleged. *Held*, that the bill must be dismissed, as the plaintiff might rebut his receipt in an action at law.—*Lee v. Lancashire and Yorkshire Railway Co.*, L. R. 6 Ch. 527.

See AUTHOR.

RELEASE.—See RECEIPT.

RELIGIOUS EDUCATION.

A Roman Catholic died, leaving a widow who was a Protestant, and an infant six months old, who was baptized in the Catholic Church shortly before the father's death. The mother educated the child in the Protestant faith until arriving at the age of eight and a half years. The court ordered the child to be educated in the Roman Catholic faith, the religion of the father.—*Hawksworth v. Hawksworth*, L. R. 6 Ch. 539.

REMAINDER.—See DEVISE, 1, 3; LEGACY, 1.

REMAINDER-MAN.—See PARTNERSHIP, 3.

RENT-CHARGE.—See TILLAGE.

RESERVATION.

Inclosure commissioners taking lands for inclosure, ordered, "That one-sixteenth part of value of the lands be allotted to the lords of the manor. &c., exclusively of their right and interest in the game." *Held*, that the right to take game in the whole of the lands inclosed