

## DIGEST OF ENGLISH LAW REPORTS.

motors being named as the first directors; and at a subsequent meeting the directors adopted the acts of J. No shares were allotted or calls made, and the undertaking was not proceeded with. *Held*, that the promoters were personally liable, notwithstanding the subsequent adoption of their acts. — *Scott v. Lord Ebury*, Law Rep. 2 C. P. 255.

2. A., having bought goods of B. through a broker, paid for them to the broker, partly by an advance on his general account with the broker before the delivery of goods, and partly by cash on a settlement of accounts after the delivery. The broker did not pay over the money to B., and became bankrupt. In an action by B. against A. to recover the price of the goods, except so much as had been paid in cash, *held* (reversing the judgment of the Court of Common Pleas), that it was a question for the jury, whether payment to a broker in advance was a good payment as against the principal, depending on the custom of the trade; and the question not having been left to the jury, a new trial was ordered. — *Catterall v. Hindle*, (Exch. Ch.) Law Rep. 2 C. P. 368.

See BILL OF LADING; INTEREST, 1; MISREPRESENTATION, 2; RAILWAY, 1.

## PRIORITY.

1. Personal property was settled on such terms as A. should appoint, and was appointed by A. to trustees in trust for S. The property remained under the control of the trustees of the original settlement. *Held*, that a mortgagee of S.'s interest, who gave notice of his mortgage to the trustees under the appointment, but not to the trustees under the original settlement, should be postponed to a subsequent mortgagee, without notice of the prior mortgage, who had given notice to both sets of trustees. — *Bridge v. Beadon*, Law Rep. 3 Eq. 664.

2. A testator, in 1832, devised copyhold estate, subject to a mortgage, to his wife for life, and then to his children. The will was never proved, and no notice of it was entered on the court rolls. The widow emigrated in 1845, leaving her eldest son in possession of the estate as her agent. In 1851, the son falsely representing himself to be in possession as heir to his father, procured a further advance on mortgage, the original mortgage being transferred to the second mortgagee. The widow died in 1860. *Held*, that the mortgagee, having the legal estate and having no notice of any adverse title, was entitled to tack his further advance. — *Young v. Young*, Law Rep. 3 Eq. 801.

3. The 17 & 18 Vict. c. 36, sec. 1, provides that every bill of sale not registered within

twenty-one days shall be void as against the assignees in bankruptcy, and the execution creditors of the person making the bill of sale, as to any goods then in his possession. A. made a bill of sale to S., which was not registered; afterwards he made another bill of sale of the same goods to H., which was registered. Execution having issued against A., S. and H. both claimed the goods; and an order was made by which the execution creditors were barred, and the goods ordered to be delivered to H. *Held*, that the order was right, and that S. could not set up his bill of sale against H.; for that the consequence of avoiding an unregistered bill of sale by execution is to displace the security altogether. — *Richards v. James*, Law Rep. 2 Q. B. 285.

## PROBATE PRACTICE.

1. Probate will not be granted of a will disposing of real property only, though it appoints an executor, and gives the real estate to him, to be converted into personal estate. — *Goods of Barden*, Law Rep. 1 P. & D. 325.

2. An executor who has proved a will in common form cannot take proceedings to call its validity in question. He cannot, therefore, cite those interested under it to propound it in solemn form, or show cause why the probate should not be revoked. The executor of an executor is in the same position in this respect as the original executor. — *Goods of Chamberlain*, Law Rep. 1 P. & D. 316.

See ADMINISTRATION, 1, 2.

## PRODUCTION OF DOCUMENTS.

1. A defendant cannot refuse to produce private and confidential letters from a stranger, on the ground that the writers forbid their production; but the plaintiff will be put on an undertaking not to use them for any collateral object. — *Hopkinson v. Lord Burghley*, Law Rep. 2 Ch. 447.

2. On a motion in a cause in admiralty, by the defendants, for leave to inspect certain letters between the plaintiff and his agent, the judge directed them produced for his own inspection before granting the application. — *The Macgregor Laird*, Law Rep. 1 Adm. & Ec. 307.

PROMISSORY NOTE. — See BILLS AND NOTES; TRUST, 2.

## PROXIMATE CAUSE.

On the trial of an action for a reward, offered by the defendant, "to any person who will give such information as shall lead to the apprehension and conviction of the thieves" who had stolen watches and jewelry from his shop, it appeared, that, about a week after the theft, R., having brought one of the stolen watches