

DIGEST OF ENGLISH LAW REPORTS.

PERPETUITY.

Bequest of two hundred and forty shares railway stock, and four-sevenths of the residue of testatrix's property to trustees, in trust to accumulate the income until twelve months after the death of B., and then for such of B.'s four children as should be living at the expiration of said twelve months, "and the issue then living, and who shall attain the age of twenty-one years or marry, of any of the said children who shall have died," absolutely. *Held*, that the bequests were void, as contrary to the rule against perpetuities. The gift was to a class the members of which might not be ascertained within twenty-one years from the death of B.—*Bentinck v. Duke of Portland*, 7 Ch. D. 693.

PLEADING AND PRACTICE.—See NEGLIGENCE.

POWER.

Power given to trustees under a will to appoint to the husband of testator's daughter, in case she should marry with their approbation, the income of the daughter's property after her death, during his life, or such part as the trustees should think proper. The daughter married before the testator's death, and with his consent. The trustees had, at the daughter's death made no formal approval of the marriage, and made no appointment. *Held*, that the husband was entitled to a life-interest in the property.—*Tweedale v. Tweedale*, 7 Ch. 633.

See APPOINTMENT.

PRECATORY TRUST.—See TRUST, 1.

PRINCIPAL AND AGENT.

It was the custom of the defendant, through his agent S., in the usual course of business, to make certain advances on goods shipped by third parties, and to draw on the plaintiff for the amount so advanced. In course of business, S., as agent, rendered a final account to the plaintiff, and in it charged plaintiff with certain advances, which it turned out afterwards had never been made. He then drew on the plaintiff for the amount, received the money, and appropriated the amount falsely charged, to his own use. *Held*, that the plaintiff could recover the amount from the defendant.—*Swire et al v. Francis*, 3 App. Cas. 106.

See FACTOR.

PRIORITY.—See ATTORNEY AND CLIENT, 2.

PROFITS AND LOSSES.—See PARTNERSHIP.

PROMISSORY NOTE.—See BILLS AND NOTES, 2, 4.

PROTEST.—See BILLS AND NOTES, 5.

PUBLICATION.—See PATENT.

RAILWAY.

By the Railway and Canal Traffic Act (17 & 18 Vict. c. 31, § 2), railway companies are forbidden to "give any undue or unreasonable preference or advantage to or in favour of any particular person or company," in the matter of carrying and forwarding freight. Plaintiff had a brewery at B., where there were three other breweries. The latter were connected with the M. railway; plaintiff's was not. In order to get some of the freight from the three breweries away from the M. Railway, the defendant railway carried their goods from the breweries to their freight depot free of charge, and still made a profit on the whole transportation. They made a charge to the plaintiff

for the same service. *Held*, that this was an "undue preference" within the Act, and the plaintiff could recover an amount equal to the cost of carting his goods to defendant's depot.—*Evershed v. The London & North-Western Railway Co.*, 3 Q. B. D. 134; s. c. 2 Q. B. D. 254.

See NEGLIGENCE.

RE-EXCHANGE.—See BILLS AND NOTES, 5.

SALE.

A man brought into market pigs from his infected herd, out of which many had died, and had them sold, stating that they were to be taken with all faults. *Held*, that he was not liable in damages to the buyer on whose hands the pigs died.—*Ward v. Hobbs*, 3 Q. B. D. 150; s. c. 2 Q. B. D. 331; 12 Am. Law Rev. 104.

See VENDOR AND PURCHASER; VENDOR'S LIEN.

SEAWORTHINESS.—See BILL OF LADING.

SEPARATE USE.—See ANTICIPATION; CURTESY; TRUST, 1.

SETTLEMENT.—See APPOINTMENT.

SHELLEY'S CASE.

The rule in Shelley's Case applies as well to wills as to deeds.—*In re White & Hindle's Contract*, 7 Ch. D. 201.

SHIPPING.

L. duly registered as "managing owner" of a sloop, trading with her for some time, employing E. as captain, and paying him regular wages. A verbal agreement was then made between them that E. should take the ship where he chose, engage the men, and render accounts from time to time to L.; and L. was to have one-third of the net profits. While this agreement was in force, and while the sloop was discharging a cargo under a charter-party, expressed to be between the charterers and E., "master, for and on behalf of the owners" of the sloop, she, through the negligence of E., caused damage to the plaintiff's ship. *Held*, that L. was responsible, as well as E., for the negligence of E.—*Steel v. Lester & Lile*, 3 C. P. D. 121.

See BILL OF LADING.

SOLICITOR.—See ATTORNEY AND CLIENT.

SPECIFIC BEQUEST.—See BEQUEST.

SPECIFIC PERFORMANCE.

1. Defendant agreed to purchase the lease of a house, "subject to the approval of the title" by his solicitor. *Held*, that disapproval of the title, on reasonable grounds and in good faith, by the purchaser's solicitor, released the purchaser from the obligation to specific performance. The stipulation is different from that employed in a usual contract to purchase, that the vendor shall make a good title.—*Hudson v. Buck*, 7 Ch. D. 683.

2. Plaintiff made a tender for the lease of a farm at £500 rental, mentioning the farm by name, and two different lots, which he meant to include in it, which amounted in all to about 250 acres. Defendant's agent did not look to see what lots were specified in the plaintiff's offer, but took it for granted that they were the same as those specified in another offer from one A., which he had just before opened, that being an offer for said farm, excluding one of said lots, and thus containing