

## DIGEST OF ENGLISH LAW REPORTS.

amount to a demise of the ship, and the owners remained in possession by their servants, the master and crew, the shippers could look to the owners as responsible for safe carriage.—*Sandeman v. Scarr*, Law Rep. 2 Q. B. 86.

5. A sailing ship of 2,000 tons, with an auxiliary steam screw of 130 horse-power, and carrying 550 tons of coal, sailed from Australia for England, and soon after so damaged her masts by collision with an iceberg as to lose all power of sailing. She reached Rio under steam alone, having nearly exhausted her stock of coals. The repairs necessary to restore her sailing powers would have cost many thousand pounds more than in England, would have taken several months, and would have required her cargo to be unshipped. The captain therefore purchased coals, and completed the voyage under steam alone. The ship-owners sought to charge the cost of the coals against the owners of the cargo as general average. *Held* (1), that assuming any of the expenses of repairing at Rio to be chargeable as general average, yet that expenses incurred by one course could not be apportioned according to what might have been the facts if a different course had been adopted; (2) that the shipowners were bound to give the services of the auxiliary screw, and to make disbursements for all necessary fuel, though circumstances caused these disbursements to be extraordinarily heavy.—*Wilson v. Bank of Victoria*, Law Rep. 2 Q. B. 203.

See FREIGHT.

## SOLICITOR.

1. If a plaintiff continues the authority of his attorney after judgment, by allowing him to proceed to obtain satisfaction, the attorney retains power to bind his client by a compromise.—*Butler v. Knight*, Law Rep. 2 Ex. 109.

2. One member of a firm of attorneys has no implied authority to bind the firm, by a post-dated cheque drawn in its name.—*Forster v. Mackreth*, Law Rep. 2 Ex. 163.

3. The court will permit articles of clerkship to an attorney to be enrolled *nunc pro tunc* (the stamp duty and penalty being paid), when the omission to stamp and enrol them at the proper time arose from some unforeseen circumstance.—*Ex parte Darville*, Law Rep. 2 C. P. 244.

See AWARD, 2; CONTEMPT, 2.

## SPECIFIC PERFORMANCE.

1. Specific performance will not be decreed of a contract to purchase land, made for the purpose of setting aside, on the ground of fraud, a previous agreement affecting the property.—*De Hoghton v. Money*, Law Rep. 2 Ch. 164.

2. One filing a bill for specific performance cannot join, as defendants, persons claiming under a previous agreement which the bill seeks to impeach.—*Id.*

3. A railway company agreed with a landowner to make a road in a certain manner, but afterwards altered the plan. While the work was going on, the landowner filed a bill for specific performance of the agreement, and a motion for injunction had been ordered to stand to the hearing, the company undertaking to abide by the decision of the court. The railway had since been opened for traffic. *Held*, that the convenience of the public was no ground for refusing specific performance.—*Raphael v. Thames Valley Railway Co.*, Law Rep. 2 Ch. 147.

4. On bill filed for specific performance of a resolution by the directors of a company to allot a certain number of shares to the plaintiff, it appeared that all the shares had been allotted before the filing of the bill. *Held*, that as specific performance was impossible, the plaintiff's claim for damages in equity, under Sir II. Cairn's Act, failed also.—*Ferguson v. Wilson*, Law Rep. 2 Ch. 77.

See AWARD, 2; PRINCIPAL AND AGENT, 7; WILL, 9.

STATUTE OF FRAUDS.—See FRAUDS STATUTE OF.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF.

## SURETY.

The surety on a note given to secure a loan to a member of a club formed for the purpose of raising money by monthly subscriptions, lending it to the members, and dividing the proceeds when the shares are fully paid up and the loans repaid, cannot rely on the monthly subscriptions and premiums paid by his principal, to reduce his liability on the note.—*Wright v. Hickling*, Law Rep. 2 C. P. 199.

SURVIVORSHIP.—See WILL, 4-6.

## TENANT FOR LIFE AND REMAINDERMAN.

1. A testator gave real and personal estate to trustees to receive and accumulate the rents and profits till A. should attain twenty-one, when he was to be put in possession of the estate for life. *Held*, that there must be an apportionment of the rents and profits, under 4 & 5 Wm. IV. c. 22, up to the time of A.'s attaining twenty-one.—*Wheeler v. Tootel*, Law Rep. 3 Eq. 571.

2. In 1831, A., a tenant for life, impeachable for waste, with remainder to his son B. in fee, cut timber, such as the court, if applied to, would order cut, and received the proceeds. B. came of age in 1854; lived with, and was in