

though the risk of such may operate on the judge's mind in determining the amount to be awarded for salvage services. A moiety of the value of the vessel and cargo, in a case of the salvage of a derelict, was formerly the amount awarded, but the Maritime courts now give only such amount as is fit and proper with reference to all the circumstances of the case, having regard especially to the value of the property salvaged.—In a case where the vessel was derelict, and her value, with the cargo on board, exceeded £30,000, was salvaged by two vessels, one of which, with her cargo on board, was worth £150,000, and the other above £3,000, and a tender of £2,000 for salvage services had been refused, which sum was awarded by the Vice-Admiralty Court: the Judicial Committee, looking at the respective values, and taking into consideration the additional risk to the salvors from having to make a deviation in their course, held that sum insufficient, and increased the amount of salvage by £1000. *Kirby v. The owners of the "Scindia,"* Law Rep. 1 P. C. 241. .

*Salvage of Derelict.*—In a case where a derelict vessel and cargo of the value of £1,452 was salvaged by a steamer, which, with her cargo, was of the value of £30,000, the Vice-Admiralty Court awarded £300 for salvage:—*Held*, by the Judicial Committee, that, under the circumstances, that sum was not sufficient, and the same increased to £450. *Papayanni v. Hocquard*, Law Rep. 1 P. C. 250.

*Solicitor and Client.*—A purchaser has constructive notice of that which his solicitor, in the transaction of the purchase, knows with respect to the existence of the rights which other persons have in the property.—It is a moot question (observed Vice-Chancellor Kindersley) upon what principle this doctrine rests. It has been held by some that it rests on this:—that the probability is so strong that the solicitor would tell his client what he knows himself, that it amounts to an irresistible presumption that he did tell him; and so you must presume actual knowledge on the part of the client. I confess my own impression is, that the principle on which the doctrine rests is this: that my solicitor is *alter ego*; he is myself; I stand in precisely the

same position as he does in the transaction, and therefore his knowledge is my knowledge: and it would be a monstrous injustice that I should have the advantage of what he knows without the disadvantage. But whatever be the principle upon which the doctrine rests, the doctrine itself is unquestionable. *Boursot v. Savage*, Law Rep. 2 Eq. 142.

*Mines.*—A lease of land (without mentioning mines) will entitle the lessee to work open but not unopened mines. If there be open mines, a lease of land with the mines therein, will not extend to unopened mines; but if there be no open mines, a lease of land together with all mines therein, will enable the lessee to open new mines. *Clegg v. Rowland*, Law Rep. 2 Eq. 160.

*Married Woman.*—Property settled to the separate use of a married woman for life with a power to appoint the reversion by deed or will, which she exercises by will, is not liable after her death to the payment of her debts. *Shattock v. Shattock*, Law Rep. 2 Eq. 182.

*Company—Misrepresentation.*—A company was formed for mining purposes; the prospectus referred to the memorandum and articles, and described in favorable terms a mine for the purchase of which a contract had been entered into. This mine was afterwards found to be worthless, and the directors rescinded the contract, and agreed to purchase another:—*Held*, that a shareholder who had subscribed on the faith of the prospectus was entitled to an injunction against an action for calls, although the directors had been themselves deceived, and had been guilty of no wilful fraud. *Smith v. Reese River Company*, Law Rep. 2 Eq. 264.

*Will—Fraud by a Married Woman.*—The income of property was given by a testator to a woman in the character of, and whom he described as his wife, but who, at the time of the marriage ceremony with him and at his death, had a husband living:—*Held*, in respect of the fraud committed by her, that the bequest was void.—The testator bequeathed the residue of his property to his "step-daughter," the daughter of his supposed wife:—*Held*, that the bequest was valid. *Wilkinson v. Joughin*, Law Rep. 2 Eq. 319.