

DIGEST OF ENGLISH LAW REPORTS.

by 25 and 26 Vic. cap. 63, sec. 33, which makes it the duty of ships mutually to assist each other after a collision.—*The Hannibal, The Queen*, Law Rep. 2 Adm. & Ecc. 53.

SATISFACTION.

G. covenanted with the trustees of the marriage settlement of his daughter P., to pay them £12,000, and an annuity of £300 for her separate use, without power of anticipation. G. subsequently give his other daughter, L., £12,000 also. By will, G. charged his real estate with an annuity of £400 for the separate use of P., and with one of £1,000 for L., and, in a certain event, with £1,500 each, additional. G. devised his real estate, "charged with the four several annuities to his daughters," and bequeathed his residuary personal estate, subject to the payment of his debts. *Held*, having regard to the tone of the will, and the direction for the payment of debts, that P. was entitled to the £400 annuity, in addition to that of £300, which she took by the settlement.—*Paget v. Grenfell*, Law Rep. 6 Eq. 7.

SCIRE FACIAS.—*See* EXECUTION.

SERVANT.—*See* MASTER AND SERVANT.

SHAREHOLDER.—*See* BANKRUPTCY, 2; COMPANY, 1-3
EXECUTION.

SHELLEY'S CASE, RULE IN.—Analogous Rule as to
Personal Property.—*See* LEGACY.

SHIP.—*See* ADMIRALTY; CHARTER PARTY; COLLISION.

SLANDER.

Slander. "You have heard what has caused the fall" (*i.e.*, in certain shares); "I mean, the rumour about the South Eastern chairman having failed:" meaning thereby that the plaintiff had become insolvent. Plea, that defendant meant, and was understood to mean, that there was a rumour to the above effect, and not that the plaintiff had become insolvent, as in the inuendo alleged, and that it was true that there was such a rumor. *Held*, that the plea was bad. The existence of the rumor did not justify its repetition, the latter not being shown to be privileged, and the truth of the rumor not being pleaded.—*Watkin v. Hall*, Law Rep. 3 Q. B. 396.

See JUDGE.

SPECIFIC PERFORMANCE.

1. The plaintiffs contracted to sell shares, purchased from and registered in the name of C., to agents of the defendant, whose name was given and inserted in the transfers from C. These were sent to him, and were not afterwards forthcoming, and he paid the purchase money; but more than a month afterward he refused to have them registered, saying that he

had bought for others, without a guarantee that he should be registered, and that he had not authorized his agents to give his name as transferee. A bill for specific performance was filed, which was decreed, although an order had been made for winding up the company since the filing of the bill. Defendant was also ordered, in addition to the decree of Stuart, V.C.) to give indemnity for all expenses which might be incurred by the plaintiff in respect of the shares not having been registered in the name of the former.—*Paine v. Hutchinson*, Law Rep. 3 Ch. 388.

2. A broker purchased shares of the plaintiff, in a company subsequently wound up, for and by order of W. By the usage of the Stock Exchange, the purchaser's name was not disclosed to the plaintiff until the next settling day, when the broker, also by order of W., gave the name of G., the defendant. The deeds of transfer were made out to G., handed to him for execution, kept by him for some time, and finally deposited as security for the purchase money with which he was debited. G. expressed no dissent to the vendor, but only to W. Specific performance was decreed against G.—*Shepherd v. Gillespie*, Law Rep. 5 Eq. 293.

3. Upon the sale of a public house as a going concern, time is of the essence of the contract. When, instead of being able to procure a transfer of the license in five days from the time of sale, as they were bound to, the business going on meanwhile, the vendors could only obtain one for the defendants by a more expensive process, with considerable delay, and, after a suspension of the business for two or three days, a decree for specific performance was refused.—*Day v. Lulke*, Law Rep. 5 Eq. 336.

4. In November, 1861, S. agreed to purchase from the plaintiff "the mill property, including cottages, in E.; all property in E. to be freehold;" and verbally agreed to take a limited title. A correspondence was carried on for the purpose of perfecting the title till December 12, 1864, when notice was sent to the plaintiff, that, unless he complied with certain requisitions, within a week, S. would require a perfect title to be made out within five weeks, or would abandon the bargain. A bill for specific performance was filed August 12, 1865. *Held*, that the written contract was not too ambiguous to satisfy the Statute of Frauds, or to be enforced; that there was no culpable delay, as the time occupied in negotiations must be excluded, and the notice of December 12 was an admission of a subsisting contract; that the limited title was not an objection, as defendant had notice, agreed to it, and also had waived the point by