

DIGEST OF THE ENGLISH LAW REPORTS.

fused for want of evidence that there had been actual use of the plaintiff's patent.—*Plympton v. Malcolmsen*, L. R. 20 Eq. 37.

PLANS.—See CONTRACT, 1.

POSSESSION.—See HUSBAND AND WIFE.

PREFERENCE.—See BANKRUPTCY, 2.

PRESUMPTION OF DEATH.—See DEATH.

PRINCIPAL AND AGENT.—See FRAUDS, STAT. OF, 2.

PRIZE RING.—See ACCESSORY.

PRODUCTION OF DOCUMENTS.—See DOCUMENTS, PRODUCTION OF.

RAILWAY.—See CARRIER, 1, 2; ESTOPPEL; NEGLIGENCE.

RATIFICATION.—See JUDGMENT.

REINSURANCE.—See INSURANCE, 5.

REMAINDERMAN.—See DEVISE.

RES ADJUDICATA.

The plaintiffs filed a bill in equity to have a policy declared valid in equity, alleging it to be void at law. The bill was dismissed, and then the plaintiffs brought an action at law on the policy. An injunction was granted restraining the action.—*Lord Tredegar v. Windus*, L. R. 19 Eq. 607.

RESIDUARY GIFT.—See LEGACY, 5, 6; RESULTING TRUST.

RESULTING TRUST.

A testatrix purchased annuities in the name of herself and the son of her daughter-in-law, and had other annuities which she owned transferred to the same names. She bequeathed her leaseholds and personalty and residuary real estate to her daughter-in-law for life, and after her death to such of her children as should attain twenty-one. Said son and a daughter of the daughter-in-law attained twenty-one. *Held*, that under the circumstances there was no resulting trust affecting the annuities, and that the son was entitled to them; and that the gift did not operate as an ademption or partial satisfaction of the son's share of the residuary estate bequeathed him by the testatrix.—*Fowkes v. Pascoe*, L. R. 10 Ch. 843.

SALE.

The defendants purchased tares by sample, and they were delivered at his barn. On the day of the delivery the defendant met the plaintiff and told him that the tares were in his, the defendant's barn, that they were bad, and that he would not have them nor pay for them, and that the plaintiff might do what he liked with them. The tares remained in the barn. *Held*, that the defendant was not obliged to send the tares back, and that he was not liable for the price.—*Grimoldby v. Wells*, L. R. 10 C. P. 391.

See CONTRACT, 2, 3; FRAUDS, STATUTE OF; SHIP; VENDOR AND PURCHASER.

SCRIP.—See NEGOTIABLE PAPER.

SEAL.—See CONTRACT, 4.

SEPARATION DEED.—See EQUITY TO SETTLEMENT.

SET-OFF.

N. and C. were trustees of a testator's real and personal estate, and were the testator's executors. N. and F. were entitled to the income of the estate in equal moieties. C. being abroad, and N. about to go abroad, N. gave P. a power to act for both trustees in receiving rents and profits, paying them over. P. died insolvent, and leaving a considerable sum due the trust estate. N. was indebted to trustees for P. in a sum which was secured by mortgage; and N. under an order of court paid the debt into court to a separate account without prejudice to any question of set-off. After the administration decree against P.'s estate was made, F. assigned to N. all her interest in the sum due from P.'s estate. N. thereupon claimed to be entitled to set off the sum due from P. against his debt, and he therefore prayed that P.'s debt be paid from the sum paid into court by N. *Held*, that N. was not entitled to set off the shares of P.'s debt assigned by F. to N., as it was assigned after administration decree; nor the other share, as it was due N. only in his capacity of executor and trustee.—*Middleton v. Pollock*, L. R. 20 Eq. 29.

SETTLEMENT.—See EQUITY TO SETTLEMENT.

SHIP.

The master of a vessel is only justified in selling a vessel when he has no alternative, as a prudent and skilful man acting *bona fide* for the best interests of all concerned, and with the best and soundest judgment that can be found under the circumstances; and if he come to this conclusion hastily, either without sufficient examination into the actual state of the ship, or without having previously made every exertion in his power, with the means then at his disposal, to extricate her from the perils, or to raise funds for the repair, he will not be justified in selling, even although the danger at the time appear exceedingly imminent.—*Sir Henry S. Keating*, adopting the language of *Arnold on Insurance*, in *Cobequid Marine Insurance Co. v. Barteaux*, L. R. 6 P. C. 319.

See BILLS AND NOTES; CONTRACT, 3; DEMURRAGE; INSURANCE, 4.

SOLICITOR.—See EQUITY.

SOLICITOR'S LIEN.—See DOCUMENTS, PRODUCTION OF.

SPECIFICATION.—See CONTRACT, 1.

SPECIFIC PERFORMANCE.

An agreement was made between a land-owner and a railway company, whereby the company was to pay a certain sum, and construct certain bridges, &c. A substituted agreement was subsequently made, whereby it was agreed that the company's engineer should make an estimate of the cost of completing the road, and submit it to A., the land-owner's agent, for approval; and, in case of difference, the amount to be determined by B. A. died before the estimate was made. *Held*, that the submission of the estimate to