

DIGEST OF ENGLISH LAW REPORTS.

not binding, and that therefore the propeller could claim no more than agreed to in the contract.—*The Waverley*, L. R. 3 Ad. & Ec. 369.

2. The wearing apparel of passengers, and other effects carried by them for their daily personal use, are not liable to contribute to salvage.—*The Willem III.*, L. R. 3 Ad. & Ec. 487.

3. The master and crew of a vessel are entitled to compensation for salvage services to another vessel, although both vessels belong to the same owners.—*The Sappho*, L. R. 3 P. C. 690.

SECURITY.

1. The trustees of a society, having no power to borrow, borrowed a certain sum of W., giving him a note therefor, and depositing certain deeds with W. as security. *Held*, that whether W. could enforce his claim or not, the trustees were not entitled to recover the deeds without payment of the money advanced.—*Wilson's Case*, L. R. 12 Eq. 521.

2. A testator having devised estates to A. and B., deposited the title-deeds of the estate devised to A. with a bank as security against the general balance of his account. Afterward he deposited the title-deeds of the estate devised to B. as security for further small advances, and subsequently died: *Held*, that A.'s estate was liable for the amounts due up to the second deposit of title-deeds, and that the estates of both A. and B. were chargeable proportionately with the debt subsequently incurred.—*De Rochefort v. Dawes*, L. R. 12 Eq. 540.

See BANKRUPTCY, 2; EQUITY, 2.

SET-OFF.

B. had an account with a bank, upon which he overdraw £300. He also had a second account with the bank, headed executor's account, under which stood a large sum to his credit as executor of A. B. was A.'s residuary legatee, and there was a surplus of £1900 after providing for all legacies. *Held*, that the bank could set off the sum due from B. on his private account against the amount due him on the executor's account.—*Bailey v. Finch*, L. R. 7 Q. B. 84.

SETTLEMENT.

1. By marriage settlement real estate was conveyed to trusts for the children of the intended marriage in equal shares and proportions, as tenants in common, and their heirs and assigns respectively, with a power of sale, provided the purchase-money should be paid to the trustees to be laid out in the purchase of other lands and premises, or in government

or real securities, to enure to the same trusts as declared concerning the real estate. The premises were sold under the power. *Held*, that the proceeds must be treated as personalty.—*Atwell v. Atwell*, L. R. 13 Eq. 23.

2. A father gave a fund to trustees, with directions that they should apply such part of the income as they should think fit for the education of his children; but thereafter he supported and educated them himself, without calling on the trustees. *Held*, that the father was not entitled to be repaid such sums as the trustees might have expended in educating the children. *In re Kerrison's Trusts*, L. N. 12 Eq. 422.

See BEQUEST, 8; COMPANY, 5; DEVISE, 1; HUSBAND AND WIFE; POWER, 2.

SHAREHOLDER.—*See* COMPANY; LIEN.

SHIP.—*See* CHARTER-PARTY, 1-3; COLLISION; DAMAGES, 2; INSURANCE, 1, 3; PIRACY; PLEADING; PRIZE; SALVAGE; WAR.

SOLICITOR.—*See* MORTGAGE, 4; TRUST, 2.

SPECIFICATION.—*See* PATENT.

SPECIFIC PERFORMANCE.

1. A railway company agreed to construct a side railway upon the plaintiff's land, and subsequently refused to perform its contract. *Held*, that a railway would be dealt with by a court of equity upon the same principles as individuals; and that the fact that the plaintiff might recover damages for the breach of contract was no defence to a decree for specific performance, which was ordered.—*Green v. West Cheshire Railway Co.*, L. R. 13 Eq. 44.

2. The owners of a colliery entered into a contract for the purchase of an adjoining field without informing its owner that they had taken a large quantity of coal from under the field. *Held*, that specific performance of the contract must be refused.—*Phillips v. Homfray*, L. R. 6 Ch. 771.

See COMPANY, 1.

STATUTE.

By statute the "owners and occupiers of houses, buildings, and property (other than land) shall pay" a certain poor-rate. The appellants owned a canal and towing-path, bridges, and a dry-dock, lined with masonry, which formed part of the canal and towing-path, and was used only for repairing canal-boats. *Held*, that said property must be rated as land.—*Reg. v. Overseers of Neath*, L. R. 6 Q. B. 707.

See DAMAGES, 1, 2; LIMITATIONS, STATUTE OF, 2; PRIZE; RAILWAY.

STATUS.—*See* DOMICILE, 2.

STATUTE OF FRAUDS.—*See* FRAUDS, STATUTE OF.