

DIGEST OF ENGLISH LAW REPORTS.

sell at auction which has failed, the property cannot be sold at private sale without an alteration in the order; and any practice in chambers to the contrary is irregular.—*Berry v. Gibbons*, L. R. 15 Eq. 150.

PARTNERSHIP.

By articles of partnership a partner advancing money to the partnership was to be considered a creditor of the partnership in respect of such advance, and was to be allowed interest on the same. The partnership was dissolved. *Held*, that interest must be allowed to the partners on their respective advances. It appears that in general partnership, accounts subsequent to dissolution will not bear interest as between partners.—*Barfield v. Loughborough*, L. R. 8 Ch. 1.

See EXECUTORS AND ADMINISTRATORS, 2.

PAYMENT.

A testator directed an annuity to be paid to H. for life, and a "proportionable part of said annuity to be computed to the day of H.'s death from the last preceding day of payment," to the executors or administrators of the said H. Such proportionate part was paid to the husband of H., who never took out letters of administration; and the husband died leaving his son his executor. *Held*, that said payment to the husband of H. was not valid, and that the son might recover said proportionate part.—*Mitchell v. Holmes*, L. R. 8 Ex. 119.

See PRINCIPAL AND AGENT, 2.

PENALTY.

Under an award W. was to purchase an annuity of £1200 for D. If such annuity should not be secured as directed the sum of £100 should become due on the last day of each month, until the annuity should be secured; "these monthly payments are to be considered as additional to the payments due in respect of the annuity, and as a penalty for delay in the legal settlement of the same." W. made default in securing the annuity. *Held*, that said monthly payments of £100, though called a "penalty," was not one which the court would allow to be satisfied except upon the terms of securing the annuity.—*Purfitt v. Chambre, ex parte D'Alteyrac*, L. R. 15 Eq. 36.

See DAMAGES, 3.

PERPETUITY.

A testatrix, after stating that she did not confidently feel that her family would not spend her money on the vanities of the world, and that as a faithful servant of the Lord Jesus Christ she felt she was right in returning it in charity to God who gave it, gave personal estate to trustees to make certain annual payments for charitable purposes, and directed that when and so soon as land should at any time be given for the purpose, two almshouses should be built, and surplus appropriated in making weekly allowances to the inmates. *Held*, that the gift was valid, as it was an immediate gift for charitable purposes, although the time of its application

was indefinite.—*Chamberlayne v. Brockett*, L. R. 8 Ch. 206.

PLEADING.—See DAMAGES, 3; EXECUTORS AND ADMINISTRATORS, 1; PLEADING, 3.

POSTING LETTER.—See LETTER.

POWER.—See CY-PRES.

PRACTICE.—See NE EXEAT.

PRESUMPTION.—See PRINCIPAL AND AGENT, 1.

PRINCIPAL AND AGENT.

1. By statute railway companies have power to arrest any person committing certain frauds upon them. A station inspector arrested a passenger on a railway under the erroneous belief that he had committed a fraud on the railway company. *Held*, that in the absence of evidence to the contrary it must be inferred that the company had given said inspector authority to arrest under said statute; and that the company was liable for his mistake.—*Moore v. Metropolitan Railway Co.*, L. R. 8 Q. B. 36.

2. C., the managing director of the plaintiffs, who were printing a periodical for D., refused to go on with the work without a guarantee. Accordingly the defendant drew a bill on D. and indorsed it to the plaintiffs, with the understanding known to C. that a sum due D. from S. should be appropriated to its payment. Prior to this, C. had lent money on his private account to D., for which he held D.'s acceptance to a draft in C.'s name. When the latter bill fell due, D. gave C. an order on S., which was paid. *Held*, that the manner in which C. received payment of his private debt constituted no defence to an action by the plaintiffs on the first bill, as C. was not acting therein in pursuance of any authority, expressed or implied, from the plaintiffs.—*McGowan v. Dyer*, L. R. 8 Q. B. 141.

3. By the rules of a railway company its porters were to prevent passengers going by wrong trains so far as they were able, but it was not their duty to remove passengers from the train. The plaintiff received injuries by being violently pulled from a carriage on said railway by one of its porters, who was under the mistaken belief that the plaintiff was in the wrong carriage. *Held*, that there was evidence upon which the jury might find that the said porter was acting within the scope of his employment, whereby the company would be liable for the plaintiff's injuries.—*Bayley v. Manchester, Sheffield, and Lincolnshire Railway Co.*, L. R. 8 C. P. 148; s. c. L. R. 7 C. P. 415; 7 Am. Law Rev. 297.

4. K. wanted shares in a company. B. told K. he could get a certain number of shares at £3 per share, and was authorized by K. to buy them for him. B., in fact, owned the shares, having bought them at £2 per share. *Held*, that B. was the agent of K., and must repay to K. the difference between the cost of the shares, and the price K. paid for them.—*Kimber v. Barber*, L. R. 8 Ch. 56.

PRINCIPAL AND SURETY.—See SURETY.