

members of the official board, it became public property at once, and the other members of the board had no power to consider the information confidential.—*Patterson v. The Gas Light & Coke Co.*, 3 App. Cas. 239; s. c. 2 Ch. D. 812.

*Perpetuity.*—Bequest of two hundred and forty shares railway stock, and four-sevenths of the residue of testatrix' property to trustees, in trust to accumulate the income until twelve months after the death of B., and then for such of B.'s four children as should be living at the expiration of said twelve months, "and the issue then living, and who shall attain the age of twenty-one years or marry, of any of the said children who shall have died," absolutely. *Held*, that the bequests were void, as contrary to the rule against perpetuities. The gift was to a class the members of which might not be ascertained within twenty-one years from the death of B.—*Bentinck v. Duke of Portland*, 7 Ch. D. 693.

*Pleading and Practice.*—See *Negligence*.

*Power.*—Power given to trustees under a will to appoint to the husband of testator's daughter, in case she should marry with their approbation, the income of the daughter's property after her death, during his life, or such part as the trustees should think proper. The daughter married before the testator's death, and with his consent. The trustees had, at the daughter's death, made no formal approval of the marriage, and made no appointment. *Held*, that the husband was entitled to a life-interest in the property.—*Tweedale v. Tweedale*, 7 Ch. 633.

*Principal and Agent.*—It was the custom of the defendant, through his agent S., in the usual course of business, to make certain advances on goods shipped by third parties, and to draw on the plaintiff for the amount so advanced. In the course of business, S., as agent, rendered a final account to the plaintiff, and in it charged plaintiff with certain advances, which it turned out afterwards had never been made. He then drew on the plaintiff for the amount, received the money, and appropriated the amount falsely charged to his own use. *Held*, that the plaintiff could recover the amount from the defendant.—*Swire et al. v. Francis*, 3 App. Cas. 106.

See *Factor*.

*Profits and Losses.*—See *Partnership*.

*Promissory Note.*—See *Bills and Notes*, 2, 4.

*Protest.*—See *Bills and Notes*, 5.

*Publication.*—See *Patent*.

*Railway.*—By the Railway and Canal Traffic Act (17 & 18 Vict. c. 31, § 2), railway companies are forbidden to "give any undue or unreasonable preference or advantage to or in favor of any particular person or company," in the matter of carrying and forwarding freight. Plaintiff had a brewery at B., where there were three other breweries. The latter were connected with the M. Railway; plaintiff's was not. In order to get some of the freight from the three breweries away from the M. railway, the defendant railway carried their goods from the breweries to their freight depot free of charge, and still made a profit on the whole transportation. They made a charge to the plaintiff for the same service. *Held*, that this was an "undue preference" within the act, and the plaintiff could recover an amount equal to the cost of carting his goods to defendant's depot.—*Evershed v. The Northwestern Railway Co.*, 3 Q. B. D., 134; s. c. 2 Q. B. D. 254.

See *Negligence*.

*Ratification.*—See *Company*, 3.

*Sale.*—A man brought into market pigs from his infected herd, out of which many had died, and had them sold, stating that they were to be taken with all faults. *Held*, that he was not liable in damages to the buyer on whose hands the pigs died.—*Ward v. Hobbs*, 3 Q. B. D. 150; s. c. 2 Q. B. D. 331.

See *Vendor and Purchaser.*—*Vendor's Lien*.

*Seaworthiness.*—See *Bill of Lading*.

*Shipping and Admiralty.*—L. duly registered as "managing owner" of a sloop, traded with her for some time, employing E. as captain, and paying him regular wages. A verbal agreement was then made between them, that E. should take the ship where he chose, engage the men, and render accounts from time to time to L.; and L. was to have one third of the net profits. While this agreement was in force, and while the sloop was discharging a cargo under a charter-party, expressed to be between the charterers and E., "master, for and on behalf of the owners" of the sloop, she, through the negligence of E., caused damage to the plaintiff's ship. *Held*, that L. was responsible as well as E., for the negligence of E.—*Steel v. Lester & Lilee*, 3 C. P. D. 121.

See *Bill of Lading*; *Demurrage*.