erty on payment of what was due under the mortgage. The Supreme Court of Jamaica had given effect to the plaintiff's contention, and held that the sale to the son-in-law was void, and at the same time an execution of the power so as to invalidate the sale to Henderson as a sale under it. They also held that the mortgagee should not be allowed for his improvements unless, in working out the decree, the plaintiffs should find that they were unable to redeem, in which case they were to be allowed to adopt the sale to Henderson, and the mortgagee was then to be allowed his improvements; but Henderson was refused his improvements on the ground that he had purchased with notice of the defect in his title. The Judicial Committee of the Privy Council (Lords Watson, Hobhouse, Macnaghten, Shand, and Morris, and Sir R. Couch) were unable to assent to this view of the law at all. They expressly and pointedly dissent from the finding of the court below that the sale to the son-in-law was a "fraud." They regard it on the evidence before them as an innocent mistake, which, under the circumstances, was made without any intention of defrauding the mortgagors, the equity of redemption at the time of the transaction being practically valueless, and following *Topham* v. *Portland*, 5 Ch. 40, they hold that the subsequent sale to Henderson was a valid execution of the power, notwithstanding the prior invalid sale thereunder; but they hold that the mortgagee who then discovered the invalidity of the prior sale ought to have informed the mortgagors of his willingness to account, and for not having done so they ordered him to pay the costs of the action up to putting in his defence, and while dismissing the action with costs as against Henderson they directed an account as against the mortgagee charging him with an occupation rent, and allowing him for his lasting improvements so far as they added to the value of the property, and directing the balance to be paid by the party by whom it should be found to be payable.

NEGLIGENCE—MASTER AND SERVANT—"COMMON EMPLOYMENT."

In *Union Steamship Co.* v. *Claridge*, (1894) A.C. 185, the Judicial Committee of the Privy Council virtually adopt the principle laid down in *Johnson* v. *Lindsay*, (1891) A.C. 371, to the effect that the defence of "common employment" cannot be relied on unless the servant by whom the injury is caused and the servant injured