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MORTGAGEES' RIGHT OF SALE.

Some interesting questions as to the precise limitations to the authority of decided cases are raised by a large number of decisions on this subject under the Transfer of Property Act. In theory, it is well understood that where the law is laid down by statute, the office of the Judge is only that of interpretation; the sphere of judicial law-making being restricted by the natural limits of that process. In practice, however, this is occasionally lost sight of, though it is very strange that Judges of high eminence and authority should offend against a rule so rudimentary. The topic in question is a somewhat striking instance.

It may be assumed—this has never been seriously disputed—that on the rights and liabilities of mortgagor and mortgagee, in jurisdictions to which the Transfer of Property Act is applicable, that Act is exhaustive of the law, though in a sense, professedly fragmentary. It may be taken that on the "certain parts" dealt with, the law is fully laid down. The mortgagee's right of sale, with which alone this discussion is concerned is dealt with by S. 67. The first clause of this section provides generally that after the mortgage money becomes payable, the mortgagee has a right to a decree for sale. The clause, as it stands, applies to all mortgagees; but its operation is largely curtailed by a later section which has unfortunately not attracted sufficient attention. S. 98 enact that excepts in the case of the four well known classes, and some combinations which presumably are governed by the law relating to the component mortgages "the rights and liabilities of the parties shall be determined by their contract, as evidenced in the mortgage-deed, and so far as such contract does not extend, by local usage." Mortgages of this exceptional character are thus unambiguously

excluded from the scope of S. 67. The second clause of S. 67 restricts the general provision as to right of sale still further. " Nothing in the section shall be deemed to authorize a usufructuary mortgagee or mortgagee by conditional sale, *as such* to sue for sale". The meaning of the clause is reasonably free from ambiguity ; but it is curious that the very words put in to obviate doubt, should be responsible for confusion. It is plain that the intention was to except usufructuary mortgagees and mortgagees by conditional sale from the general privilege of sale. But the disability. was to be only in respect of usufructuary mortgagees or mortgagees by conditional sale, in such capacity or character. A claim to a decree for sale by a mortgagee will have to be sustained apart from reference to any usufructuary mortgage or mortgage by conditional sale he may hold over the property. But while it cannot be made, partly or wholly, the basis of such a claim, any right to sell which a person may have over property is not affected by the fact that he holds a usufructuary mortgage or mortgage by conditional sale over the property. This is clearly what the words "as such" were intended to signify. It is likely that even without the words, the same construction would have to be put upon the section. But it was apparently considered necessary to obviate the remotest possibility of a contention that a usufructuary mortgage or mortgage by conditional sale is an obstacle to the enforcement of a right to sell that exists independently, under a simple mortgage, for instance and the words "as such" were intended to serve this purpose. But a construction, wholly unsupported by the meaning of the words " as such," has been now and then suggested. It has been said that the provision applies to usufructuary mortgagees, normally or ordinarily. See order of reference in *Arunachallam Chetty* v. *Ayyavayyan* [1] and *Maruduru Subbamma* v. *Narayya* [2]. It is difficult to believe that the full force of such a construction has been appreciated. It comes, practically, to saying that the legislature enacted that a usfufructuary mortgagee has no right to sue for sale, but provided that the courts may permit him to do so, when they thought fit ; for it is not suggested that there is anything in the section to show what exact kind or degree of abnormality or extraordinariness would

1. (1897) I. L. R. 21 M. 476 (F. B.) 2. (1917) I. L. R. 41 M. 259 (F. B.)

justify departure from the rule. It is needless to pursue the matter further, but the point will have to be recurred to. The result, then, is the same as if S. 67 provided a right to sue for sale in the case of Simple and English mortgages alone, Usufructuary mortgages and Mortgages by Conditional Sale being excepted from the rule in the first clause which on account of the provision in S. 98, applies only to the four denominations defined by S. 58. One other case in which a right to a decree for sale can be maintained under the Act is where the mortgage agreement provides for it expressly or impliedly. Where there is a covenant to pay, such a transaction may amount to a simple mortgage. Where there is none, the mere provision for a right to sell in the event of non-payment may be taken to create a charge or a mortgage. It is unnecessary to discuss the question of under which of these categories such a transaction would fall. If it is a mortgage, it is plain that it is governed by S. 98. In any view, the stipulation for the right to sell would be enforceable, either under the provisions of S, 67 and S. 100 on the footing that it creates a charge, or under S. 98 on the footing that it creates a mortgage.

As a simple mortgage under the Act is a transaction in which it is necessary to have a stipulation for the right to sell, the only case in which a right to sell can be sustained under the Transfer of Property Act, without an express or implied stipulation for it in the mortgage agreement is where the transaction is an English mortgage. But judicial decisions have conceded to a usufructuary mortgagee a right to a decree for sale in two cases :—Firstly, where the mortgage-deed contains a covenant to pay and secondly, where possession of the mortgaged property is not delivered to the mortgagee under the mortgage agreement. It is necessary to examine them closely. The first is one of the cases in which the mortgagee may sue for the mortgage money under S, 68. It has been sometimes faintly suggested that the "right to sue for the mortgage money" under this section means or includes a right to a decree for sale. But this is clearly erroneous. In the first place, that is not the natural import of the words, and the construction strains them unduly. Again, the contract between the expression used in S. 68, and the "right to sue for sale" or right to "an order that the mortgaged property be sold" of the preceding section

is marked and obviously serves a purpose. A third consideration is decisive. The construction would involve that the right to sell exists only in the cases specified in the section and that clearly cannot be, for an express stipulation to that effect is clearly enforceable. The weight of authority is also against including a right to sell in "the right to sue for the mortgage money" of the section. *Arunachellum* v. *Ayyavayyan*, [1] *Kangaya Gurukkal* v. *Kalimuthu* [2] and *Subbamma* v. *Narayya* [3].

What is the basis of the view, which has taken rank among settled principles, that a usufructuary mortgagee is entitled to a decree for sale, if he can show a covenant to pay in the mortgage deed? A careful analysis of the cases discloses two explanations. One is that such a mortgage is not usufructuary under the Act. Another is that it is not a usufructuary mortgage, pure and simple, but a combination of a simple and a usufructuary mortgage. Either of these views is taken wherever there is any attempt to discover a basis for the right of sale. In some decisions ("*See Sivakami* v. *Gopala Savundaram*" [4]) curiously enough, though comparatively easy points are elaborately discussed, no endeavour is made, to show why a covenant to pay entails a right to sell. A third explanation, based on the words "as such" which is more in evidence in the case-law dealing with the rights of a usufructuary mortgagee who has not got possession has been already referred to, and will be recurred to in dealing with those cases. *Ramayya* v. *Guruva* [5] represents the class of cases which hold that a mortgage with a covenant to pay is not usufructuary under the Act. Referring to the deed before them the learned Judges observed. "The mortgage would therefore be a usufructuary mortgage within the definition, *but for* the fact that the deed contains a covenant to pay the principal by a certain date 14 Mad. 232 at 234. How the covenant to pay spoilt that character, it is not easy to see. It is impossible to see what support there is in S. 58 cl. (d) for the tacit assumption in this passage, that for a usufructuary mortgage under the Act, there must be not only the elements specified in cl. (d) of S. 58, but the absence of stipulations of all

1. (1897) I. L. R. 21 M. 476 F B.
2. (1903) I. L. R. 27 M 626.
3. (1917) I. L R. 41 M. 259.
4. (1893) I L. R. 17 M 131.
5. (1890) 14 M. 232.

There is some difficulty in understanding this reasoning. Was the mortgage a simple as well as a usufructuary mortgage because the mortgagee was entitled to sell or was the mortgagee entitled to sell because the mortgage was simple as well as usufructuary ? It has been already noticed that under the Act an express or implied stipulation for a right to sell is essential to make a simple mortgage. To call a mortgage simple and infer a right to sell clearly therefore begs the question. The finding of the judges that the case in question was a combination of a simple and usufructuary mortgage can only be justified on the view that the document could be held to contain such a stipulation. The learned Judges appear to have been alive to this requirement. They speak of the right of sale as being implied. But where ? And what in any case was the importance of a covenant to pay ? If the deed did not contain a stipulation for the right to sell there could be no simple mortgage and *afortiori* no combination of a simple mortgage and a mortgage of any other class, and a covenant to pay would not involve a right to sell. On the other hand, if it did, the covenant to pay would be absolutely unnecessary to entitle the mortgagee to enforce the stipulation and sue for sale. But in spite of the obvious difficulty, the combination theory has found favour with very eminent Judges. "It is now well settled" say Mookerjee and Carnduff, JJ., in *Pitambar* v. *Maduhsudhan* [1] that when an instrument of

other kinds. On the other hand, S. 98 of the Act speaks of a combination of a simple and a usufructuary mortgage and clearly shows that a covenant to pay, whatever additional rights it might involve, does not take a mortgage otherwise usufructuary, out of that category. It is unnecessary, however to discuss this view, further ; for, on the assumption that the mortgage is not a usufructuary mortgage under the Act, the conclusion that the mortgagee is entitled to the right to sell is clearly a *non-sequitar*. S. 98 makes that quite plain, as the mortgagee in that case would clearly fall out of the four defined classes, and a decree for sale can be sustained only on contract or usage.

The other explanation that a mortgage of this kind is a combination of a simple and a usufructuary mortgage has been more generally put forward. (*Chathu* v. *Kunjan* [1], *Kangaya Gurukkal* v. *Kalimuthu* [2], *Pitambar* v. *Madhusudhan* [3]). (*Kangaya Gurukkal* v. *Kalimuthu* [2] is the leading case in Madras representing this theory). It is remarkable that in this case, as in *Sivakami* v. *Gopala Savoundram* [4] it appears to have been taken for granted that if the deed could be shown to contain a covenant to pay, the mortgagee would be entitled to a decree for sale. The only difficulty felt was as regards the question of whether the deed contained a covenant to pay. A general reference on the document was made to a Full Bench. The only

Full Bench, *Arunachellum* v. *Ayyavayyan* [1] and *Subbamma* v. *Narayya* [2]. The order of reference in the earlier case is a good instance of the unconscious assumption by Judges of the role of law-maker. The moral aspect of the question is over emphasised, what is worse the legal aspect very nearly overlooked. The following observation indicates the general attitude. "It is impossible to see what claim the mortgagor who is in default can have upon the consideration of the court so as to warrant it in declining to grant to the mortgagee, the party wronged, what in certain circumstances would be the only effective remedy, *i.e.*, an orderfor sale." *Arunachellum* v. *Ayyavayyan* [3]. There is no recognition of the fact that an Act of the Legislature lays down the law, and Judges have to take it as they find it. Again " It is but just that the mortgagee should have the right to claim not only the money but also an order for the realization of the money by means of that which undoubtedly was originally intended to secure its payment, though that intention was to be carried out in a different way,by giving possession of the security." *Ibid.* The Judges take a special case and argue about the "practically absurd result" that the contention against the right to sell would involve. What is to happen, if the mortgagor has no other property, besides the property mortgaged ? A personal decree would be unexecutable by the sale of the mortgaged property. (S. 99 T. P. A. and O. 34 R. 14.) The practical absurdity is not clear ; a suit for possession is the obvious remedy, But one cannot but demur to the jurisdiction obviously assumed. The argument is full of the wholly unwarranted implication that Judges have plenary powers of law-making. Notwithstanding the strong opinion of the referring Judges, the Full Bench did not agree. They held against the right of sale. They did not recognize even the hardship of which so much was said. If the mortgagor fails to deliver possession, the remedy of the mortgagee is to sue [illegible] v. *Narayya* [2]

tee in *Ram Narayan Singh* v. *Adhindra Nath*" 1 say the Judges "seems to suggest that the failure to fulfil the conditions in clauses (*b*) and (*c*) of S. 68 would ensure the same legal consequences as may be enforced under cl. (a). *Subbamma* v. *Narrayya.* 2 The reference in the Privy Council decision was merely to the right to sue for the mortgage money. Whether in the case covered by cl. (a), where there is a covenant to pay, a usufructuary mortgagee is entitled to a decree for sale has been dealt with supra. It is difficult to find any support in the decision of the Privy Council for the view that there is a right of sale in the one case or in the other. "The Judicial Committee by saying that accounts might have to be taken impliedly recognize the mortgagee's right to sue for sale of the property." *Subbamma* v. *Narayya* 3. The mortgagee claimed a personal decree. He was entitled to it. It was necessary to see what portion of the mortgage debt remained undischarged. It was necessary therefore to take accounts. It is difficult to see why a recognition of a right of sale was a necessary implication.

The opinion of this Full Bench was in favour of the mortgagee's right of sale. The actual *ratio decidendi* is that a mortgage is not usufructuary under the Act till possession is delivered. The construction of S. 58 (*d*) on which this view is based is very literal. The present tense verb "delivers" does not necessarily signify that it was intended to make delivery necessary to give legal completeness to a usufructuary mortgage. It would be quite reasonable to read it as meaning "agrees to deliver." But assuming that the mortgage is not usufructuary because of non-delivery, what then? So much the worse for the mortgagee's claim to sell. The plausibility that the reasoning has is due to the fact that S. 98 is not noticed at all. Both in the order of reference and in the opinion of the Full Bench, the assumption is made that the first clause of S. 67 applies to all mortgages under the Act [illegible]

and if there is no stipulation for it in the deed, the right of sale is unsustainable. But it is curious that the opinion of the Full Bench should reiterate that "once the mortgage money became payable, there can be no reason for refusing to give effect to S. 67 which allows of a suit for sale." (*Subbamma* v. *Narayya* [1].)

The definite reasoning based on the sections of the Act, so far from supporting the conclusion, is directly opposed to the recognition of a right of sale not provided for in the agreement of mortgage. But the judgment contains some loose general arguments, with reference to which it is difficult to say whether they were intended to be alternative grounds of decision or not "The fact that the mortgagor was unable to put the mortgagee in a position to realize his security out of the rents and profits makes it *only reasonable* that he should be remitted to the ordinary remedies of a mortgagee by foreclosure or sale and the legislature has recognised this by making the mortgage money payable in this event' (*Subbama* v. *Narayya* [1]). "There is no reason for requiring him to undergo the expense and trouble of litigation with third parties unless he is content to lose his security." (ibid 264). It is difficult to follow this reasoning. A right to possession is the only security a usufructuary mortgagee bargains for. He cannot claim a right of sale unless some section of the Act confers it on him. But such a remedy is not open, ordinarily or otherwise, to him under the Act. The deduction of a legislative recognition of such a right from the fact that the mortgagee is empowered to sue for the money in the present case is not clear. The first clause of S. 67 would in any case be applicable only after the mortgage money became payable. There was no necessity to enact specifically that any particular mortgagee cannot sue for sale before it becomes payable. But the second clause provides that even so, a usufructuary mortgagee cannot, *as such*, sue for sale. Only, *as such*. If another basis can be discovered for such a right, well and good. If it cannot be, the fact that a particular case is extraordinary is an inadequate reason for refusing to apply the prohibition. The reference to the " trouble and expense of litigation with third parties." is unconvincing. The usufructuary mortgagee is in no worse a position than many another litigant who is let into trouble by the dishonesty of others.

1. (1917) I. L. R. 41 M. 259.

General arguments about justice and convenience are always unsatisfactory. They are open to an obvious objection where the law is laid down by statute. They are superfluous, where they are not useless. It would be pedantry to labour the point that it is not open to judges to misconstrue a Statute or decline to apply it on the vague ground that its application would not harmonise with general notions of justice.

Some broad questions arise as to the authority of decided cases. Where the pronouncements of two Full Benches conflict, which is more authoritative? The Full Benches that decided *Arunachellum* v. *Ayyavayyan* [1], and *Subbamma* v. *Narayya* [2] were both composed of three learned Judges. What is the law now? What is the authority of decisions that cannot be reconciled with provisions of statute? The cases in *Sivakami Achi* v. *Gopala Savundram* [3], *Kangaya Gurukkal* v. *Kalimuthu* [4], *Subbamma Narayya* [2] are all decisions, of Full Benches. Normally they would debar further discussion on the points covered. But important relevant provisions of the Act have been overlooked, and they are as binding as ever. The theory becomes here of practical importance. What is the basis of the authority of judicial precedents? Where the law is laid down by the legislature, judicial decisions are only binding in so far as they are aids to construction. Interpretation by the highest tribunals is binding on the subordinate courts; and this, howsoever strained it be. But the salutary rule that enjoins on courts loyalty to the decisions and pronouncements of the High Courts is not without its limitations. No course of decisions, however long, can oblige a court to recognize a simple mortgage where there is no stipulation for the right of sale, whatever else there may be; or recognize a right in the absence of contract or usage in a case covered by S. 98 T. P. A.; or give a mere usufructuary mortgagee a decree for sale on the ground that in a particular instance, it was the only effectual remedy. To apply the doctrine *Stare decisis* to such cases is to abrogate statute law by judicial legislation. It seems clear that this is not permissible.

The position is, so far as the Subordinate Courts are concerned, somewhat embarassing. They are bound to apply

1. (1898) I. L. R. 21 M. 476. 2 (1917) I. L. R. 41 M. 259
3 (1893) I. L. R. 17 M. 131. 4, (1903) I. L. R. 27 M. 526.

Meux's Brewery Co. In re: (1919) 1 Ch. 28.

Company—Reduction of capital—Right of debenture-holders to object—No diminuition of liability for unpaid capital and no payment to share-holder of paid up capital Companies (Consolidation) Act, 1908 (8 Edw. 7 C 69) Ss. 46 and 49.

Prima facie creditors are not concerned in any question of the reduction of the capital of a company where it does not involve the diminution of any liability in respect of any unpaid capital or the repayment to any share-holder of any paid up capital. Though by the terms of S. 49 (1) of the Companies Act, 1908, the court may in any other case allow a creditor to object to a reduction, where no such diminution is likely to take place, the creditor is bound to make a very strong case before any such direction would be given.

Pain In re Gustavson Hairland: (1913) 1Ch. 38.

Assignment—Beneficiary's interest in trust fund—Assignee of, rights of—Assignor not himself a trustee of the fund—Assignment notified to trustee—Assignor incurring debts to the trustee after assignment—Claim of trustee against assigned interest—Priority—Assignee standing by, effect of

Where a beneficiary of an interest in a trust fund, not being himself a trustee of the fund, assigns his interest to a third person and the assignment is duly notified to the trustee the claim of the assignee has priority over a claim by the trustee against the assigned interest for a debt incurred by the assignor to the trustee since the assignment. The assignee will however, lose his priority, if he stands by in an action by the assignor against the trustee for an account and allows costs payable by the assignor to the trustee, which he could have prevented to be incurred. In such a case the costs payable to the trustee will have priority over the claim of the assignee.

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ordering the defendant to return the chattel or to pay its value within a specified time. The defendant failed to comply with the order within the time prescribed and the court issued a warrant of delivery without giving the defendant any further option of paying its value. *Held* that the issue of a warrant of delivery being a mode of execution, it was not necessary that it should follow the letter of the judgment and that the court was competent to issue the warrant of delivery.

JOTTINGS AND CUTTINGS.

Lord Erskine :—Erskine was a theatrical speaker, and omitted no pains to secure theatrical effect, it was noticed that he never appeared within the bar until the *cause celebre* had been called, and a buzz of excitement and anxious expectation testified the eagerness of the assembled crowd to see and hear him.

Erskine, in cross-examining, could be most searching and severe; but he never resorted to brow-beating, nor was he gratutously rude. Often he carried his point by coaxing ; and when the evidence could not be contradicted, he would try by pleasantry to lessen the effect of it. He was counsel once for the plaintiff in an action for a tailor's bill, the defence being that the clothes were very ill-made, and particularly that the two sleeves of a dress-coat were of unequal length. The defendant's witness accordingly swore that " one of them was longer than the other " upon which Erskine thus began : " Now, Sir, will you swear that one of them was not *shorter* than the other? " The witness negativing this proposition, after an amusing reply, the plaintiff had the verdict.

In the Thelwall case, the prisoner, beeoming alarmed, wrote upon a slip of paper : "I'm afraid I'll be hanged if I don't plead my own case." and handed it to Erskine, his counsel, who replied: "You'll be hanged if you do."

Erskine was an incorrigible punster. He believed that

which Erskine comforted him by saying : "Young gentleman, henceforth imitate the elephant, the wisest of animals, *who always carries his trunk before him.*"

Having become the owner of a Sussex estate, on which grew nothing but birch trees, Erskine had the trees cut down and manufactured into brooms. One of his broom-sellers having been arrested and brought before a Magistrate for having no license, Erskine undertook his defence, and stated that there was a clause to meet the very case.

" What is it ?" asked the Magistrate.

" The *sweeping* clause, your worship, which is further fortified by the proviso that " nothing herein contained shall prevent any proprietor of land from vending the produce thereof in any manner that to him shall seem fit."

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Epitaph.—The poet Moore composed the following epitaph on a Dublin lawyer who left an unsavonry reputation behind him :

" Here lies John Shaw,
Attorney-at-law ;
And when he died,
The devil cried
' Give me your paw,
John Shaw,
Limb of the law."

Ben Johnson was going through a church in Surrey, and, seeing some poor people weeping over a grave, asked one of the women why they wept :

" We have lost our precious lawyer, Justice Randall," was the reply ; " he was always so good—the best man ever lived—kept us from going to law."

" Well," said Jonson, " I will send you an epitaph to write upon his tomb."

God works wonders now and then.

CONTEMPORARY LEGAL LITERATURE.

Women are permitted to practice as lawyers in most of the provinces of Canada though their number is not yet great, all told not more than twelve. They are similarly permitted in most of the states in the United States of America where, however, their number is about 1,200. Their admission according to Dr. Biddel in the *Journal of Comparative Legislation for December* has done some good and no harm, while all prophesies of ill results have been falsified, its effects on the practice and profession of law have been negligible and it is now regarded with indifference and as the normal and natural thing by Bench, Bar and community at large.

In 1900, the New Zealand legislature passed a statute giving courts power to modify testamentary dispositions in so far as no adequate provision was made therein for the maintenance of wife, husband and children of the testator which has since been re-enacted as Part II of the Family Protection Act of 1908. The feature of the legislation is the discretion it gives to courts in determining the circumstances in which maintenance is to be awarded and in fixing the amount. The general law of partnership is fairly uniform throughout the British Empire. The principal differences in substance are due to differences between English Law and the Civil Law. The differences in form depend mostly on whether the law is codified or not. Where the law has been supplemented, it has been principally in two directions, recognising limited partnerships and requiring registration. Where the English Company law has been adopted partnerships consisting of more than a certain number of persons are prohibited. The codification has been on the lines of the Partnership Act of the Indian Contract Act. The Indian Act has been adopted in the Federated Malay States ; East Africa and Uganda. Sir Frederick Robertson discusses the pitfalls to the unwary among the

in India the non-christian party to the marriage would not be entitled to apply for divorce in India whatever valid grounds he may have for the divorce.

In the *Minnesota Law Review* for December, a writer attributes to Duke of Sully a scheme similar to the League of Nations. Under that scheme, Austria was to be confined within narrow limits and the rest of Europe reorganised into states inhabited by people bound together by ties of nationality, custom and religion and their international relations determined and the peace of the world maintained by an assembly in which all were to be represented. An International army to which each state should contribute was to be maintained to enforce the decree of this council. The writer combats the various objections urged to the League of nations including the one that it would imperil the Monore Doctrine, but he says that any attempt to create in the guise of League of Nations a new world Sovereign State with independent powers of legislation and with direct control over all sorts of matters is doomed to failure.

In the *American Law Review* for November-December there is a lengthy discussion as to the constitutionality and wisdom of a Bill introduced into the American senate which prohibits the Judge in his charge to the jury from expressing his personal opinion as to the credibility of witnesses or the weight of evidence on issues of facts. Another article deals with criminal slang. The writer regrets that 'the one set of people that ought to know it so as to be able to deal effectively with criminal classes, *viz.*, the police do not seem to have any acquaintance with them. To the credit of these slang expressions it must be said that they are very expressive and mostly reek with good natured humour.

Another writer discusses the rule of law which prevents the trustee from making profits out of his office. The

3. A trustee must never place himself in any position where his self-interest may conflict with his duties as trustee.

4. Outside of his lawful compensation a trustee will not be permitted to derive any benefit from the administration of the trust.

5. A trustee must account to his *cestui que trust for* any profits made by him out of his office or by the use of trust funds.

6. A trustee will not be permitted to retain any benefit nor any bonus or presents given him by third parties with whom he has had occasion to deal as trustee.

7. A trustee need not be guilty of actual fraud in order to volate the rule.

8. Equity will hold a trustee to the highest standard of morality and equity in all his dealings with his *cestui que trust*.

9. All presents and bonuses from persons whom the trustee has dealt with in his capacity as trustee will be presumed to be for the benefit of the trust.

BOOK REVIEWS.

PRE-EMPTION IN BRITISH INDIA *by* K. J. RUSTOMJI. *Published By Messrs Butterworth & Co. Calcutta Re. 1-8-0.*

We are glad to announce the publication of a work on the law of Pre-emption by Mr. Rustomji. Anything coming from the pen of Mr. Rustomji deserves the careful attention of all lawyers. In the work under review the author has dealt with pre-emption under Mohammedan Law, the customary Law and the various local enactments dealing with it. The author has discussed the subject in all the aspects and has made many instructive suggestions on questions not covered by authority.