

DIGEST OF ENGLISH LAW REPORTS.

FREIGHT.

1. An owner of a vessel agreed to take a cargo and proceed to London, and there deliver at a good and safe wharf. The vessel, with cargo on board, was run into by a tug in the Thames, sunk, and raised in a few days, when she continued her voyage, and finally drew up near a wharf. The same day notice was sent to the freighter requesting him to name a wharf for delivery of the cargo, but he declined so to do, or to receive the cargo. The next day the vessel and freight were arrested in a suit by the tug. The owner brought suit against the freighter. *Held*, that the owner was entitled to recover damages for refusal to accept the cargo, equal to the amount of freight that would have been due if the cargo had been delivered. The freighter's breach of contract was previous to the arrest by the tug; and in any event, he could have had the cargo on either his or the owner's paying the freight into court.—*Stewart v. Rogerson*, L. R. 6 C. P. 424.

2. Plaintiff chartered a vessel to the defendants at a certain rate of freight, and the master was "to sign bills of lading at any current rate of freight required, without prejudice to the charter-party; but not under chartered rates, except the difference is paid in cash." The defendants required the master to sign bills of lading at rates under the chartered rates, without receiving the difference in cash, on the assurance that all would be made right when the vessel had finished loading. The difference was not paid, and the vessel was lost on the voyage. *Held*, that the difference was recoverable.—*Byrne v. Schiller*, L. R. 6 Ex. (Ex. Ch.) 319.

See BILL OF LADING.

GAMING.

By statute, every person betting in a public place, with any table or instrument of gaming, at any game of chance, may be convicted as a rogue. The defendants had the following machine at a race-course, for which they solicited subscriptions. The machine had a certain number of holes, each of which was appropriated to a horse. Behind each hole moved numbers. A person wishing to bet on a particular horse gave the defendants a sovereign, and received a ticket representing said horse, and then the number behind the hole standing for the horse betted on was increased one. Thus the numbers opposite the holes showed the number of persons who had bet on the horse it represented. There was also a hole having behind it a number

which registered the total number of bets. Therefore, any one looking at the machine could tell the number of bets on each horse, and the total of bets on all the horses. The holders of tickets representing the winning horse divided the total of bets. *Held*, that the machine was not simply a register of bets, but an instrument of gaming, and that the horse-race was thereby converted into a game of chance.—*Tollett v. Thomas*, L. R. 6 Q. B. 514.

GUARANTY.—See SALE.

HACKNEY CARRIAGE.

The respondent owned a brougham which, by arrangement with a railroad, he stood within their station, and while so there he solicited two passengers to engage him, which neither did. *Held*, that the brougham was a "hackney carriage plying for hire" within 32 & 33 Vict. c. 115.—*Allen v. Tunbridge*, L. R. 6 C. P. 481.

HORSE-RACE.—See GAMING.

HUSBAND AND WIFE.—See ERROR; RELIGIOUS EDUCATION.

ILLEGITIMATE CHILDREN.—See DEVISE, 2.

INCUMBRANCE.—See PRIORITY.

INDORSEMENT.—See BANKRUPTCY, 1.

INFANT.—See RELIGIOUS EDUCATION.

INFRINGEMENT.—See AUTHOR.

INJUNCTION.—See COMPANY, 2; RECEIPT; WATER-COURSE.

INN-KEEPER.

The plaintiff went to a hotel in Bristol, having in his pocket a bag of money. He went to his room and to bed, leaving his door, in which was a key, unlocked. In the morning he found that his money was stolen. *Held*, that while leaving the door unlocked did not necessarily exonerate the inn-keeper from his common law liability, yet it was rightly left to the jury to determine whether the plaintiff neglected to use ordinary care, in which case the inn-keeper would be exonerated.—*Oppenheim v. White Lion Hotel Co.*, L. R. 6 C. P. 515.

INSOLVENCY.—See SETTLEMENT, 1.

INSURANCE.

The plaintiffs, brokers, were directed to effect insurance on hides shipped on the *Socrates*, Capt. J. C. The defendant's office had a list of vessels, in which were the *Socrates*, Capt. A., a Norwegian vessel, and the *Socrate*, Capt. J. C., an old French vessel. The insurance clerk asked the plaintiffs' clerk whether the *Socrates* was the vessel meant, and the latter clerk replied in good faith that "he thought so." Insurance was effected accordingly, January 24. On February 4, the plaintiffs insured for different principals, hides