order, or disposition.—*Cooke* v. *Heming*, Law Rep. 3 C. P. 334.

2. A shareholder under the Companies Act, 1862, who has become bankrupt and received his discharge, but retains his shares, is not discharged from liability to pay subsequent calls, whether made while the company is in operation, or when it is being wound up, either under § 75 of said act, or under the Bankrupt Act, 1861, § 154.—*Martin's Anchor Co.* v. *Morton*, Law Rep. 3 Q. B. 306.

See Appropriation or Payments.

Betting—*See* Gaming.

Bequest—*See* Legacy.

Bills and Notes.

In an action against the indorser, "Pay J. S., or order, value in account with H. C. D.;" *held*, not a restrictive indorsement.—*Buckley* v. *Jackson*, Law Rep. 3 Exch. 135.

See Limitations, Statute of, 2; Stamp.

Bond—*See* Debenture; Vendor and Purchaser of Real Estate.

Call—*See* Attachment, 2.

Canada, Law of.

A *défense d'aliéner pur et simple*, viz., a provision against alienation for twenty years from death of testator in the interest of no one but the devisee, is void by the old French law in force in Lower Canada, founded on the Roman law, and by the general principles of jurisprudence.—*Renaud* v. *Tourangeau*, Law Rep. 2 P. C. 4.

Cancellation—*See* Vendor and Purchaser of Real Estate.

Cause of Action.

A contract was made abroad, but broken in England. *Held*, that the "cause of action" did not arise within the jurisdiction within the meaning of the Common Law Procedure Act, 1852, §§ 18, 19.—*Allhusen* v. *Malgarejo*, Law Rep. 3 Q. B. 340.

Carrier—*See* Railway.

Charter Party.

1. By a charter party the charterer agreed to load "a full and complete cargo of sugar in cases, or other lawful merchandise, with sufficient bags for broken stowage," at a certain rate of freight per ton for sugar, and for "other produce a rate proportionate to sugar in casks, with sufficient bags for broken stowage, agreeably to the custom of the port of loading." The charterer took a full cargo of cotton, with sixty tons of stone for ballast, which would have been unnecessary if sugar had been loaded. By the custom of the loading port, 928 pounds of cotton was to be taken as equal to a ton of sugar. *Held*, that a full cargo had been loaded. The charterers were not bound to ship sufficient bags for broken stowage with any other cargo than sugar in cases.—*Duckett* v. *Satterfield*, Law Rep. 3 C. P. 227.

2. Defendant agreed to load plaintiff's ship with coal in regular turn, "except in cases of riots, strikes, or any other accidents beyond his control," which might prevent a delay in loading. A snow-storm prevented the loading. *Held*, not an "accident" within the above exception.—*Fenwick* v. *Schmalz*, Law Rep. 3 C. P. 313.

3. The case of *Hudson* v. *Ede*, Law Rep. 2 Q. B. 566 (*ante*, 2 Am. Law Rev. 272), was affirmed in the Exchequer Chamber, Law Rep. 3 Q. B. 412.

Cheque—*See* Banker; Limitations, Statute of, 2.

Children, Custody of—*See* Custody of Children.

Chose in Action—*See* Bankruptcy, 1; Vendor and Purchaser of Real Estate.

Collision.

In cross suits between a sailing vessel and a steamer, the Court of Admiralty held both vessels to blame, and decreed the damages to be equally divided between them. As the sailing vessel was sunk, this was, in effect, a severe judgment against the steamer, which appealed. Nothing appeared in the sailing vessel's case why, if she acted wrongly, the steamer should have been held to have been in the wrong also, and, on the evidence, the steamer seemed to have acted rightly. The decree was reversed. That the sailing vessel did not make out her case was *res judicata*, she not having appealed.—*Inman* v. *Rack*, *The City of Antwerp*, and *The Friedrich*, Law Rep. 2 P. C. 25.

See Salvage.

Common Carrier—*See* Railway.

Company.

1. In October, 1865, A. received from a private source what purported to be a prospectus of a company then about to be formed, upon reading which, and from its language, expecting an immediate allotment, he applied for ten shares, and paid the required deposit to the bankers named therein. In January, 1866, A. received the authentic prospectus, which differed materially from the document before received. February 1, the directors met for the first time and allotted the shares, among others to A.; and it was taken, in deciding the case, that A. received the letter of allotment Feb. 3. Feb. 7, A. wrote, declining to take any shares, and requesting a return of