

DIGEST OF THE ENGLISH LAW REPORTS.

paid the first check without authority.—*Bobbett v. Pinkett*, 1 Ex. D. 368.

BOND BY SHIPMASTER.—See COLLISION, 2.

BROKER.

H. & Co., fruit-brokers, gave the plaintiff a sold-note as follows: "We have this day sold to you, on account of James Morand & Co., 2000 cases oranges," which they signed with their own name merely. In an action against the brokers for non-performance, *held*, that they intended to bind their principals, and that they were not liable as principals themselves.—*Gadd v. Houghton*, 1 Ex D. 357.

See PRINCIPAL AND AGENT, 2.

CARRIER.—See COMMON CARRIER.

CHARTERPARTY.—See FREIGHT.

CHECK.—See BILLS AND NOTES, 1, 2, 3.

CLASS.

1. A testator left an aggregate fund to trustees to pay the income to his wife, and on her death to apply the income to the support of "such child or children of mine then living, and of the issue of my child or children then deceased, . . . until my youngest surviving child shall have attained the age of twenty-one years." At that time, the trustees were to make certain sales of real estate, and to stand possessed of the whole fund in trust for "my child or children then living, and the issue then living of my child or children dying before that period," the shares of the children to be paid immediately, the shares of the other issue at marriage or the age of twenty-one. The youngest child became twenty-one in 1862. The widow died in 1874, and several of the children had died before her. *Held*, that the class to take was to be ascertained at the widow's death, and the personal representatives of a child dying before that time took nothing.—*In re Deighton's Settled Estates*, 2 Ch. D. 783.

2. A testator gave the residue of his estate to trustees in trust to pay the income to R. M. for his life, and at his death to pay the trust fund to his sister's female children "on their attaining the age of twenty-one years, or marrying with the consent of their parents." R. M. died in 1870, at which time the testator's sister was a widow with two daughters. In 1875, one daughter married with her mother's consent, and she and her husband petitioned for the transfer of a half of the residue of testator's estate. *Held*, that the "consent of parents" must mean, parents or parent, if any," so that when the daughter married with her mother's consent she took a vested interest, and the class to take was to be fixed when an individual of it became absolutely entitled.—*Dawson v. Oliver-Massey*, 2 Ch. D. 783.

• **CLOAK-ROOM TICKET.**—See BAILMENT, 1, 2.

COLLATERAL COVENANT.—See COVENANT.

COLLISION.

1. An Inman steamer, going at ten and a half knots an hour, on a dark night, between Queenstown and Liverpool, overtook and ran

down a bark having no light astern. The bark saw the steamer a quarter of an hour before the collision, but had not time enough to run up a light before they struck. The steamer did not see the bark. *Held*, that the steamer was liable, and that there was no contributory negligence on the part of the bark.—*The City of Brooklyn*, 1 P. D. 276.

2. A steamer, bound to port for a perishable cargo of fruit, negligently ran into a sailing-vessel; and the master of the steamer, to avoid detention, and in good faith, gave a bond binding himself and his owners to pay the damage done. In an action against the vessel by the captain for wages and disbursements, including the amount of the penalty of the bond, *held* that the amount of the penalty must be held in court to abide the result of any claim preferred against the captain in respect of the bond.—*The Limerick*, 1 P. D. 292.

COMMON CARRIER.

The plaintiff shipped two horses on a steamer belonging to defendant, for transportation. There was no bill of lading. In a storm of more than usual violence, partly from the rolling of the ship in the heavy sea, and partly from struggling from fright, one of the horses was so injured that she died. The jury expressly found that there was no want of due care on the part of the defendant, either in taking proper measures beforehand for guarding against storms, or in the treatment of the horse at the time of the storm and afterwards. *Held*, that the defendant was not liable. "Act of God" defined by *COCKBURN, C.J.*—*Nugent v. Smith*, 1 C. P. D. 423; s. c. 1 C. P. D. 19; 10 Am. Law Rev.

CONCEALMENT.—See MARINE INSURANCE, 1.

CONDITION ON TICKET.—See BAILMENT, 1, 2.

CONSIDERATION.—See PRINCIPAL AND AGENT.

CONSPIRACY.—See FRIVOLOUS SUIT.

CONSTRUCTIVE TOTAL LOSS.—See MARINE INSURANCE, 2.

CONTINGENT INTEREST.—See MARRIAGE SETTLEMENT.

CONTRACT.

1. The defendants bought rice of the plaintiffs, to be shipped at Madras "during the months of March ^{and} April, 1874, about 600 tons, per *Rajah*, of Cochin." The 600 tons filled 8,200 bags; of which 1,780 bags were shipped Feb. 23, 1,780 bags Feb. 24, 3,560 bags Feb. 28, and the remaining 1,080 bags on Feb. 28, with the exception of 50 bags, which were shipped March 3, on which day the bill of lading for the last 1,080 bags was signed. The defendants refused to accept the rice upon its arrival. Evidence was given that rice shipped in February would be the spring crop, and equally good with rice shipped in March or April. *Held*, that the defendants were not bound to accept the rice.—*Shand v. Bowes*, 1 Q. B. D. 470.

2. The plaintiff contracted with the defendants to construct some dockworks. There