

DIGEST OF ENGLISH LAW REPORTS.

charged in bankruptcy. *Held*, that the creditor's right to seize ceased with the discharge of the debt.—*Thompson v. Cohen*, L. R. 7 Q. B. 527.

See SETTLEMENT.

BEQUEST.—See APPOINTMENT; DEVISE; LEGACY; WILL.

BILL OF LADING.

The plaintiffs shipped goods on board the defendant's vessel under bills of lading in the following form: "Shipped in the steamship *Hibernia*, for London, having liberty . . . to transship the goods by any other steamer." *Held*, that by the contract said goods were to be carried by a vessel whose principal motive power, while on the voyage, should be steam.—*Fraser v. Telegraph Construction Co.*, L. R. 7 Q. B. 566.

See BAILEMENT.

BILLS AND NOTES.

1. Action on a promissory note. The note was joint and several by the defendant and R., the former being liable only as surety, with knowledge of the payee. R. had a set-off growing out of the same transaction, from which the defendant's liability as surety arose. *Held*, that the defendant had an equitable defence against the payee.—*Bechervaise v. Lewis*, L. R. 7 C. P. 372.

2. The master of a vessel which had been mortgaged, gave a bottomry bond for repairs, and also a bill at ten days' sight on the mortgagee, for the amount of the bond, under an agreement that if the bill should be accepted, the bond should not be enforced. The bill was forwarded for collection, but in the meantime the mortgagee had died, and no probate of his will had been granted. The person named in said will as executor refused to accept, and the bill was therefore protested on the day it arrived, and proceedings were subsequently taken on the bottomry bond. *Held*, that, under the circumstances, all that was reasonable was done for getting the bill accepted and paid, and that it was not necessary to wait until the expiration of the days of grace for having said bill protested.—*Smith v. Bank of New South Wales. The "Staffordshire"*, L. R. 4 P. C. 194.

See CONTRACT, 3; LIMITATIONS, STATUTE OF.

BROKER.

Trover for thirteen bales of cotton. The plaintiffs sold the cotton to B., who falsely represented that he was purchasing for certain principals. The defendant, in ignorance of B.'s fraud, purchased the cotton from B., stating that he would send in the name of his principal in the course of the day. The defendant knew that a customer was wanting cotton, and purchased said cotton, expecting his customer to accept it. The same day the customer accepted the cotton, and later in the day the defendant sent to B. an order for delivery of the cotton, in which said customer was named as principal, and the latter received the cotton and paid the defendant, who paid B. Upon these facts the judge left to the jury the questions whether the cotton was bought by the defendant as agent in the course of his business as broker, and whether

he dealt with the goods only as agent of his principal. The jury found a verdict for the defendant, and a rule was granted to enter the verdict for the plaintiffs. *Held*, (by MARTIN, CHANNELL, and CLEASBY, B. B.: *contra*, KELLY, C. B., BYLES and BRETT, J. J.), affirming judgment of Court of Queen's Bench, that the defendant was liable for the value of the cotton.—*Fowler v. Hollins*, L. R. 7 Q. B. (Ex. Ch.) 616.

BURDEN OF PROOF.

Both in courts of admiralty and common law, it is a rule that the *onus* of proving blame is upon the vessel complaining against another, and that the *onus* of proving inevitable accident does not attach to the latter until there has been a *prima facie* case of negligence and want of due seamanship shown.—*The "Morpesia"*, L. R. 4 P. C. 212.

CANCELLATION.—See WILL.

CARGO.

It was *held*, that it was not erroneous to describe the "necessity" which justifies a master of a ship in selling the goods of an absent owner, as "a high degree of expediency."—*Australian Steam Navigation Co. v. L. R. 4 P. C. 222.*

See CHARTER-PARTY; INSURANCE, 3.

CHARITY.—See LEGACY, 1, 2.

CHARTER-PARTY.

1. By charter-party it was agreed that a vessel should take a full and complete cargo of sugar in bags, the freight for dry sugar and wet sugar being specified; the vessel to be a good risk for insurance, and the master during the voyage to take all proper means to keep the vessel tight, staunch, and strong, and in every way well fitted for the voyage. The charterer provided a cargo of wet sugar, but after the bulk of it was loaded, the drainage of molasses was found to be so great, that the vessel was unseaworthy. The sugar was unloaded, and the charterer refused to reship it, or to provide any other cargo for said vessel. The jury found that the vessel, though otherwise seaworthy, was not so for the purpose of carrying wet sugar, from which there is a large drainage, and that the vessel could not have been rendered fit to receive said sugar within a reasonable time, and that the sugar was a reasonable cargo to be offered. *Held*, that the ship-owner was liable to the charterer for damages caused by the unfitness of his vessel for carrying a reasonable cargo of wet sugar, being the cargo stipulated for in the charter-party.—*Stanton v. Richardson*, L. R. 7 C. P. 421.

2. By charter-party defendant agreed to load plaintiff's ship in regular turn with full cargo of coal; and that the charter being concluded by the defendant on behalf of another party resident abroad, all liability of the defendant should cease as soon as he had shipped said cargo. *Held*, that the defendant was liable for a breach of the charter-party occurring before the cargo was loaded.—*Christoffersen v. Hansen*, L. R. 7 Q. B. 509.

CHOSE IN ACTION.—See EXECUTORS AND ADMINISTRATORS, 1.

CLASS.—See DEVISE, 3; LEGACY, 3.