

port of delivery; and this contract, it was held, "overrides any customary mode of discharging vessels by which they are to take their turn at the wharf. The naming of a wharf is a warranty that a berth can be had there." *Thacher v. Boston Gas-light Co.*; 2 Low. 362; *Keene v. Audenreid*, 5 Ben. 535; *Bjorquist v. Steel Rails*, 3 Fed. Rep. 717. (U.S. District Court, California, January, 1883.) *Williams v. Theobald*, 15 Federal Reporter.

Common Carriers.—At common law, a common carrier is an insurer of the goods which he undertakes to carry; and a contract of exemption from liability as insurer for loss by fire, etc., must, like other contracts, be founded upon some consideration.—*Taylor v. Little Rock M. & T. R. R. Co.*; Supreme Court of Ark., 39 Ark.

Personal Property inadvertently left on premises.—The owner of a tannery, when removing his hides, omitted to remove all. The tannery was sold, and many years after, the plaintiff, while labouring for the defendant in erecting a factory on the premises, discovered the hides so left. *Held*, that the owner of the hides or his representative, had not lost their title to the same; that the finder acquired no title to the same, they being neither lost, abandoned, nor derelict, nor treasure trove.—*Livermore v. White*, Supreme Court of Me. 74 Me.

Indictment—Describing stolen property.—Under an indictment for stealing chickens, a conviction upon proof of stealing hens will be sustained. Louisiana Supreme Court; *State v. Bassett*, 15 Rep.; May 9.

RECENT ENGLISH DECISIONS.

Agency—Privileged statement of agent to principal not admissible against principal.—A statement made by an agent to his principal cannot be used against the latter by a third party; nor where the agent is the common agent of a body of persons, such as the chairman of a company, can a statement by him to the members of the body, *e. g.*, at a statutory meeting, be used against the body by one of its own members, *e. g.*, a shareholder. A. applied to have his name removed from the list of members of a company on the ground that he had been induced to take shares by false representations contained in a prospectus. At the hearing of the application he sought to use, in support of his contention as

to the falsity of the prospectus, a statement made by the chairman of the company (after the issue of the prospectus) in course of explaining the company's affairs at a statutory meeting. *Held*, that he could not be allowed to do so. *Meux's Executors' case*, 2 De G. M. & G. 522, distinguished. Ch. D., Jan. 22, 1883. *Matter of Devala Gold Mining Co.* Opinion by Fry, J. (48 L. T. Rep., N. S. 259.)

Evidence—Parol to explain writing—False representation.—(1) S. signed a written contract with R. to purchase a brickfield for a "£17,000," to be paid as follows: £16,000, in cash, and £1000, in freehold equities, to pay on the £1,000, 12 per cent. per annum. Before signing S. had made out and given to R. a list of freehold houses, in which he was entitled to the equity of redemption, but this document was not referred to in the contract. *Held*, that such list was permissible by way of parol evidence to explain the meaning of freehold equities in the contract. (2) In the negotiations S. asked R. whether he had ever put the property into the hands of an agent to sell for less money than he was then asking, saying that he fancied, as the fact was, that it must be the same as had been offered to him for less. R. falsely answered "No." *Held*, that this was such a material misrepresentation as to prevent the court enforcing the contract in an action brought by R. Ch. D., February 13, 1883. *Roots v. Snelling*. Opinion by Pollock, B. (48 L. T. Rep. N. S. 216.)

A DOUBTFUL COMPLIMENT.

The London *Law Times* makes rather a bull, and at the same time betrays the decline of the "noble profession of the law" when, in speaking of the complimentary dinner to Mr. J. P. Benjamin on his retirement, it says: "As the bar becomes poorer—and as a body it is becoming poorer—the impression grows that complimentary dinners to successful men on retiring and on promotion should not be given by the bar; but that if events of this kind are to be celebrated, this should be done by those who have made their fortunes and value the congratulations of their friends."

The bull consists in assuming that the banquet given by the successful man would be a "complimentary" banquet to him; and moreover it is painful to think that the members of