

DIGEST OF ENGLISH LAW REPORTS.

PLEADING.

1. To a declaration on a bill of exchange by the drawer and payee, the defendant pleaded that he accepted the bill on the condition agreed on by him and the plaintiff as part of the consideration for the bill; viz., that in a certain event which had occurred the plaintiff would renew the bill. *Held*, on demurrer, that the plea must be taken as alleging a written agreement, and was therefore good.—*Young v. Asten*, L. R. 4 C. P. 552.

2. Action on an award adjudging the price to be paid for shares in a bank which the plaintiff had elected, under 25 & 26 Vic. c. 89, s. 161, to have purchased by the bank before it was voluntarily wound up and its business transferred to another company. Equitable plea, that plaintiff in consideration, &c., promised to consent to the winding up, &c., and to exchange his shares for shares in the new concern. *Held*, that the plea was bad. The defendant's remedy, if any, was a cross action for breach of contract.—*DeRosaz v. Anglo-Italian Bank*, L. R. 4 Q. B. 462.

PLEDGE—*See* FOREIGN GOVERNMENT.

POWER.

A testatrix, having a general power of appointment over sums of money, gave pecuniary legacies followed by a bequest of the residue of her property. *Held*, that the legacies as well as the residuary bequest operated as appointments under the power, under 1 Vict. c. 26, s. 27.—*In re Wilkinson*, L. R. 4 Ch 587.

See PERPETUITY; REVOCATION OF WILL.

PRACTICE—*See* COSTS; PRODUCTION OF DOCUMENTS.

PRINCIPAL AND AGENT.

The defendant, A., having purchased copyhold land, was admitted by C., who had acted as his attorney in completing the purchase, and had been appointed by the steward of the manor as his deputy for that turn to admit A. Nine days afterwards A. gave C. a cheque on A.'s bankers for a sum including the lord's fine, steward's fees, and C.'s charges as A.'s attorney. A. crossed the cheque at C.'s request to C.'s bankers. The amount of the cheque was paid by A.'s bankers to C.'s bankers, who retained the money for a debt due to them from C. The lord sued A. for the fine. *Held* (*per* BOVILL, C. J., & MONTAGUE SMITH, J., BYLES, J., *dissentiente*), that if C. had power to receive the fine, he could only receive it in cash or the equivalent of cash, which might be handed over as it was received to the lord; and that as against the lord the

crossed cheque for a large sum was no payment.—*Bridges v. Garrett*, L. R. 4 C. P. 580.

See COMPANY, 2; MASTER AND SERVANT; SALE; SPECIFIC PERFORMANCE, 1.

PRIORITY—*See* MORTGAGE, 2, 3.

PRIVILEGE—*See* PARLIAMENT.

PRIVILEGED COMMUNICATION—*See* PRODUCTION OF DOCUMENTS

PRODUCTION OF DOCUMENTS.

In an action against a railway company for a personal injury sustained by a passenger on their railway, the court allowed inspection of communications made by agents of the company in the ordinary course of their duty, to inform the company on the subject, whether made before or after litigation was begun, the same not being made confidentially with a view to litigation: those made with such a view are privileged.—*Woolley v. North London Railway Co.*, L. R. 4 C. P. 602.

PROMISSORY NOTE—*See* BILLS AND NOTES.

PROXIMATE CAUSE—*See* INSURANCE, 8.

RAILWAY—*See* NEGLIGENCE, 2; PRODUCTION OF DOCUMENTS.

RECOUPMENT—*See* TENANT FOR LIFE AND REMAINDER-MAN.

REPRESENTATION—*See* CONTRACT.

RESTRAINT OF TRADE—*See* BENEFIT SOCIETY; COVENANT, 1.

REVOCATION OF WILL.

By the will of A. a power was given to B. to appoint by will, and in default of her appointment, the property was to go to the persons who at her decease should be her "next of kin." B. appointed by will to C. and afterwards married him. C. died in B.'s lifetime. *Held*, that the above words "next of kin" did not imply the same class as under the Statute of Distribution, and that therefore the will was not revoked. 1 Vict. c. 26, s. 18.—*Goods of McVicar*, L. R. 1 P. & D. 671.

See CODICIL; WILL, 3.

SALE.

The plaintiff, in England, sent an order to P., in Brazil, to buy cotton for him. P. bought cotton, and shipped it in the defendant's vessel; the invoice was made out as shipped on account and risk of the plaintiff, but the bill of lading was taken deliverable to P.'s order or assigns. P. wrote to the plaintiff, advising the shipment and saying, "Enclosed please find invoice and bill of lading; we have drawn upon you for the amount in favor of our agents, to which we beg your protection." The invoice was enclosed, but the bill of lading, indorsed in blank by P., was sent with the bill of exchange to P.'s