

DIGEST OF THE ENGLISH LAW REPORTS.

yond ten days, and the claim was for demurrage. *Held*, that the jury properly found that the defendant was personally bound, though he did not know he was making the undertaking in reference to a pending charter, and that there was consideration therefor.—*Weidner v. Hoggett*, 1 C. P. D. 533.

2. A broker is not personally liable on a note signed by him, and running thus: "I have this day sold by your order and your account, to my principals, five tons anthracene." *Southwell v. Bowditch*, 1 C. P. D. 374; s. c. 1 C. P. D. 100; 10 Am. Law Rev.

See BILLS AND NOTES, 1; BROKER.

PRIVILEGED COMMUNICATION.—*See* INSPECTION OF DOCUMENTS; PRODUCTION OF DOCUMENTS.

PRIVITY.—*See* MASTER AND SERVANT, 2.

PRODUCTION OF DOCUMENTS.

A banking company, having a controversy about an alleged fraudulent transfer of an account, at one of its branch offices, telegraphed to the manager of the branch office to write full particulars. In the suit that followed, the bank refused to produce the letter sent in answer to the telegram, claiming it to be privileged. *Held*, that it must be produced. *Anderson v. Bank of British Columbia*, 2 Ch. D. 644.

PROXIMATE RESULT.—*See* MEASURE OF DAMAGES.

PUBLIC OFFICIAL.—*See* PATENT.

RATIFICATION OF CONTRACT.—*See* INFANT.

REALTY AND PERSONALTY.—*See* MARSHALLING ASSETS.

RESIDUARY LEGATEE.

A testatrix gave life annuities, and ordered funds invested to pay them. She then gave the residue of her estate, "including the fund set apart to answer the said annuities, . . . when and so soon as such annuities shall respectively cease," to J. The estate paid only 5s. in the pound, and the court ordered sums apportioned to each annuity to be invested and the income duly paid. One of the annuitants died, and J. claimed the fund out of which this annuitant had received his annuity. *Held*, that all the annuities must be paid in full before J. could take any thing as residuary legatee. *In re Tootal's Estate. Hankin v. Kilburn*, 2 Ch. D. 628.

RIGHT, PETITION OF.—*See* PETITION OF RIGHT.

SALE.—*See* VENDOR'S LIEN.

SALVAGE.

The steamer M, from Sumatra to Jedda, with 550 pilgrims, was wrecked on the Parkin Rock, in the Red Sea, two or three days' voyage from Jedda. The steamer T. came up, and her captain refused to rescue and carry to Jedda the pilgrims for less than £4,000, the whole amount of the passage-money from Sumatra to Jedda. The captain of the M. at last agreed to give this amount. *Held*, that

the bargain was inequitable, and must be set aside. £1,800 was awarded.—*The Medina*, 1 P. D. 272.

SHERIFF.

A sheriff seized goods under a *fi. fa.*, and the execution creditor afterwards lost his claim under the execution by accepting a composition from the execution debtor. He gave no instructions to the sheriff how to proceed, and the sheriff sold the goods for his fees and expenses. *Held*, that the execution debtor could maintain trover or trespass against the sheriff in respect of the goods so sold.—*Sneary v. Abdy*, 1 Ex. D. 299.

SLANDER.

In an action to impeach a testator's signature to a will to which the plaintiff was an attesting witness, the defendant testified as an expert that he thought the signature was forged. The jury found in favor of the will, and the presiding judge animadverted severely upon the hardihood of the expert. These strictures were published next day in the *Times*. Afterwards defendant was called in an action for forgery, and testified that the alleged forgeries were genuine signatures. The counsel in cross-examination, referred to the witness' testimony in the previous case, the remarks of the judge, and the item in the *Times*, and sat down. Thereupon the witness began an "explanation" of the previous case, and, in spite of the efforts of the judge to stop him, said: "I believe that will to be a rank forgery, and I shall believe so to the day of my death." The jury found, on special questions put them by the judge, that the witness spoke these words not in good faith as a witness, nor in answer to any question, but for his own purposes, and maliciously. *Held*, that the words were privileged.—*Seaman v. Netherclift*, 1 C. P. D. 540.

SOLD NOTE.—*See* BROKER.

STATUTE.

A man may be convicted and fined for "riding a horse furiously so as to endanger the lives of passengers, under the following statute: "If any person, riding any horse or beast, or driving any sort of carriage, shall ride or drive the same furiously so as to endanger the life of any passenger, every person so offending and being convicted of such offence shall forfeit a sum not exceeding £10 in case such driver shall not be the owner of such waggon, cart or other carriage, [and in case the offender be the owner of such waggon, cart, or other carriage,] then any sum not exceeding £10."—*Williams v. Evans*, 1 Ex. D. 277.

STATUTE OF FRAUDS.

The following note by W.'s solicitor to A.'s solicitor is not such as to meet the requirements of the Statute of Frauds, although a verbal agreement was made, as there stated: "W. has been with us to-day, and stated that he had arranged with your client A. for the sale to the latter of the Lion Inn for £950. We therefore send herewith draft contract for