

DIGEST OF ENGLISH LAW REPORTS.

not recover against L.—*Hogarth v. Latham*, 3 Q. B. D. 443.

BREACH OF PROMISE OF MARRIAGE.—See INFANCY.

CHARGE.—See TRUST, 1.

CHARITY.—See WILL, 4.

CHARTER-PARTY.

1. The defendant, owner of the ship R., entered into a charter-party with the plaintiff, that, "after loading with dead weight at M. for the owner's benefit," she should proceed to a first-class Spanish port, where "a steamer with cargo from a foreign port can load by Spanish law without risk of detention by the custom-house authorities." She loaded with military stores as "dead weight" at M., which plaintiff knew would prevent her being admitted at such Spanish port, and proceeded to V., a first-class Spanish port. On application to the Spanish authorities for special permission to load, notwithstanding the prohibited dead weight, it was refused, contrary to the expectation of the defendant, and the R. at once sailed away. The charter-party contained the usual clause, "The act of God, the Queen's enemies, fire, and all and every other the dangers and accidents" of navigation excepted. *Held*, that the plaintiff could not maintain an action against the defendants for not loading at V.—*Ford v. Colesworth* (L. R. 4 Q. B. 127; s. c. 5 Q. B. 544) followed.—*Cunningham v. Dunn*, 3 C. P. D. 443.

2. Charter-party to load a cargo of bark at a port in Australia, and proceed to an English port, at 60s. a ton freight in full, "ship paying all port charges, pilotages, and towages, the freight to be paid in cash on right and true delivery of cargo at port of discharge, less any advances that may have been made. The captain to sign bills of lading for cargo as presented, at any rate of freight required by charterers or their agents, without prejudice to the charter-party; but should the total freight by bills of lading amount to less than the total chartered freight, the difference to be paid to the master in cash before sailing." A bill of lading was signed by the plaintiff, the captain, and given to the charterers before sailing. The goods were deliverable "unto order, or his or their assigns; average as accustomed; freight for the said goods to be paid in cash at port of discharge, at the rate of discharge, rate of freight, and other conditions as per charter-party, with 5 per cent. primage, in cash, on delivery, as customary." The defendants were indorsees of the bill of lading from the charterers, and received the cargo as their agents. The captain received a fixed salary which included all charges and allowances. *Held*, that primage could not be recovered.—*Caughey v. Gordon*, 3 C. P. D. 419.

3. A ship's husband cannot cancel a charter-party already entered into, though he have authority to make one, and though such cancellation would profit the owners.—*Thomas v. Lewis*, 4 Ex. D. 18.

COLLISION.

The court found that, while a ship was in charge of a pilot within a district where the ship was obliged, by statute, to employ such a pilot, she dragged her anchor and got into collision with a bark, wholly through the negligence of the pilot. *Held*, that the ship-owners were not responsible for the damage.—*The Princeton*, 3 P. D. 90.

See EVIDENCE.

COMPANY.

1. Under a contract not registered as required by the Companies Act, 1867 (30 and 31 Vict. c. 131), shares in a limited company were allotted to the party with whom the company made the contract, as fully paid up shares, and were duly registered by the company as such. The shares were subsequently transferred for value, as fully paid up shares, to N., the respondent, who had no notice of any irregularity in their issue. On the winding up of the company, *held*, affirming the decision of the Court of Appeals, that the company was estopped to deny that the shares were paid up, and that N. could not be put on the list of contributories, as the holder of shares not fully paid up. As he took them for consideration in the regular course of business, the burden of showing that he took them with notice of the irregularity in their issue is on the party asserting such notice.—*Burkinshaw v. Nicolls*, 3 App. Cas. 1004; s. c. *nom. Re British Farmers' Linseed Cake Co.*, 7 Ch. D. 533; 12 Am. Law Rev. 724.

2. A syndicate, composed of ten members, was formed to purchase the island of Sombrero, in the West Indies, then offered for sale by the liquidator of an unsuccessful company holding a lease of it. In pursuance thereof, a purchase was made by one Evans, a paid agent of Baron Erlanger, one of the syndicate, and the sale was confirmed by the court. About the same time, the syndicate determined to get up a company. The said Erlanger had charge of the matter, and finally an agreement was signed between Evans and one P., on behalf of the proposed company, for the purchase of the island by the latter for double the price paid by the syndicate. The company was registered the same day. The directors were five in number, as follows: Drouyn de Lhuys, the French statesman, resident in France; Eastwick, M. P., resident in Canada; T. Dakin, Lord Mayor; the said Evans; and Macdonald, an English rear-admiral without means, to whom Erlanger advanced money enough to pay for shares, by virtue of holding which Macdonald could be a director. Dakin and De Lhuys alone held shares *bona fide*, as required for the office of director. Dakin was not a member of the syndicate. The first two did not attend the meeting at which the purchase was confirmed. It appeared that the entire board of directors was made up by Erlanger. At the end of a year, the affairs of the company were in a bad way, and the truth about the price having leaked out, a committee was appointed to examine into the company's affairs, and on their