

## DIGEST OF ENGLISH LAW REPORTS.

courts that have upheld them have done so with reluctance, but felt themselves bound by previous decisions. Still they have been continued, and this resistance has provoked legislation in Michigan, where this contract of carriage was made, and the plaintiffs in error have their existence. By an act of the Legislature, passed after the loss in this case occurred, it is declared that "no railroad company shall be permitted to change or limit its common law liability as a common carrier by any contract or in any other manner except by a written contract, none of which shall be printed, which shall be signed by the owner or shipper of the goods to be carried." Statutes of Michigan, compilation of 187—, page 783, section 2,386.

It is fair to infer that this kind of legislation will not be confined to Michigan if carriers continue to claim exemption from common law liability through the medium of notices like the one presented in defence of this suit.

These views dispose of this case, and it is not necessary to notice particularly the instructions which the court below gave to the jury. If the court erred at all, it was in charging more favorably for the plaintiffs in error than the facts of the case warranted.

The judgment is affirmed.—*Internal Revenue Record*.

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FOR MAY, JUNE AND JULY, 1873.

*From the American Law Review.*

(Continued from page 26.)

## LIBEL.

Statements made before a British military court of inquiry are privileged although false and malicious.—*Dawkins v. Lord Rokeby*, L. R. 8 Q. B. (Ex. Ch.) 255.

LICENSE.—*See INNKEEPER*.

## LIEN.

1. It is legally possible for the master of a vessel to land his cargo without losing his lien for freight.—*Mors-le-Branch v. Wilson*, L. R. 8 C. P. 227.

2. A., an administratrix, entitled to dower in her husband's real estate, and to one-third of his personal estate, executed with her intended second husband a marriage settlement, settling her estate to her separate use with power of appointment by deed or will. With consent of her husband, A. instructed her bankers to keep separate accounts, and to consider any overdraft on her private account secured by deposits in their hands under her account as administratrix. A. was

allowed to overdraw her private account on the faith of large deposits under her account as administratrix. By her will A. exercised her power of appointment in favor of certain parties. *Held*, that whether or not the bankers had notice of said settlement they were entitled, against said appointees, to a lien on the funds in their hands under said administratrix account for payment of the sums overdrawn on said private account.—*London Chartered Bank of Australia v. Lempriere*, L. R. 4 P. C. 572.

## LIMITATION.

A testator gave property in trust for B. for life, or until he should become bankrupt or insolvent or make a general assignment for the benefit of his creditors, or otherwise deprive himself, or be deprived by law, of the beneficial enjoyment thereof, and after the happening of any such event, over. B. executed a composition deed reciting that he was indebted in divers sums of money which he was unable to pay in full, and covenanting to pay 10s. in the pound. *Held*, that B. was bound by the above recital, and that his interest in said property ceased.—*Bilson v. Crofts*, L. R. 15 Eq. 314.

## LIMITATIONS, STATUTE OF.

A. had an illegitimate son by a woman whom he subsequently married, and by whom he had another son, the eldest legitimate son. The illegitimate son was always treated as legitimate, and upon his marriage, in 1823, an estate which had been settled upon A. and his first and other sons in tail male, was settled upon said illegitimate son. The illegitimate son remained in possession until his death, in 1842, when his eldest son entered. In 1866 said legitimate son of A. first learned that his brother was illegitimate. On demurrer to a bill by said legitimate son of A., praying that those claiming under said settlement might be ordered to give up possession to him, *held*, that the case was a proper one for a court of equity to entertain; that there was a case of concealed fraud within the Statute of Limitations of 3 & 4 Will. 4, c. 27, s. 26; and that time did not begin to run against the plaintiff until the time when he might first with reasonable diligence have discovered the fraud.—*Vane v. Vane*, L. R. 8 Ch. 383.

MAINTENANCE.—*See JURISDICTION*.

MARINER.—*See LEGACY*, 7.

MARRIAGE SETTLEMENT.—*See CONTRACT*, 1; *SETTLEMENT*.

MARRIED WOMAN.—*See ANTICIPATION*.

## MARSHALLING ASSETS.

A testator domiciled in England died possessed of personal estate and of real estate in Scotland. His will was ineffectual according to the law of Scotland to pass real estate, which accordingly descended to his heir at law. *Held*, that the liability of said real estate to the payment of debts, as between the heir and pesuniary legatees, must be determined by the law of Scotland and not by