

## DIGEST OF ENGLISH LAW REPORTS.

which he maintained. *Held*, that he was entitled to an injunction.—*Staigh v. Burn*, L. R. 5 Ch. 163.

**ANNUITY**.—See FORFEITURE; NOVATION, 1; SECURITY, 2.

**ASSIGNMENT**.—See ACTION; FRAUDULENT CONVEYANCE; SECURITY, 2.

**ASSUMPSIT**.—See HUSBAND AND WIFE, 1; INSURANCE, 4.

**ATTORNEY**.—See LIMITATIONS, STATUTE OF, 2; SOLICITOR.

**BAILEMENT**.—See CARRIER.

**BANKRUPTCY**.

1. The English Bankruptcy Act of 1861 is made applicable to "all debtors, whether traders or not." A person having privilege of parliament, and not a trader, was held not exempt from their operation.—*Ex parte Morris*. *In re Duke of Newcastle*, L. R. 5 Ch. 172.

2. A drawer of a bill of exchange, who has taken it up after an act of bankruptcy committed by the acceptor, but before adjudication, has a debt, on the strength of which he may petition for adjudication against the acceptor.—*Ex parte Cyrus*, L. R. 5 Ch. 176.

See COSTS; FORFEITURE; INSPECTION OF DOCUMENTS; MORTGAGE, 1; POWER, 1; SHERIFF; WINDING UP.

**BILLS AND NOTES**.

1. To an action by the payee against the drawer of a bill for the accommodation of the acceptor, the defendant pleaded an agreement made at the time of the delivery of the bill, between the plaintiff, defendant and acceptor, that the acceptor should deposit with the plaintiff certain securities, to be held by the plaintiff for the due payment of the bill, and that until these should be sold, and the proceeds applied, the defendant should not be liable to be sued upon the bill; and that the acceptor deposited the securities with the plaintiff, but that the plaintiff had not sold, but still held them. *Held* (Willes, J., *dubitante*), that oral evidence of this agreement was inadmissible, as tending to vary the written contract.—*Abrey v. Cruz*, L. R. 5 C. R. 37.

2. After B. had paid one bill, of which M. was the holder, and to which B.'s signature had been forged as acceptor, M. sued B. on another similar bill. The acceptance was not written, authorized or adopted by B., nor did B. know that M. had held the former bill, or lead M. to believe that the acceptance sued on was B.'s. *Held*, that B. was not estopped to deny that the bill sued on was accepted by him, by having paid the other, and that the judge was not bound to rule that M. was enti-

tled to a verdict as a matter of law.—*Morris v. Bethell*, L. R. 5 C. P. 47.

3. A bill drawn by A., accepted by B., indorsed to C., and by C. indorsed to D., was dishonored at maturity. The next morning D., not knowing A.'s address, applied to C. for it, and, C. then being from home, called again at 5½ P. M., got the address, and, after 6, sent A. notice of dishonor. It was not received that night, as it would have been if posted before six. All the parties lived in London. D. sued A., and the jury found that he had used reasonable diligence in forwarding the notice. The court refused to disturb a verdict for the plaintiff.—*Gladwell v. Turner*, L. R. 5 Ex. 59.

See BANKRUPTCY, 2; CONSIDERATION; DAMAGES, 2.

**BURDEN OF PROOF**.—See DEATH.

**CARRIER**.

The plaintiff was induced by the fraud of A. to send goods by defendants' line to the Z. Company (which had in fact ceased to carry on business), at a certain address. The goods were tendered there and refused. The defendants then addressed a notice to the Z. Company, that they held the goods to their order, subject to warehouse charges, and asking directions. A. afterwards produced this note, and a delivery order signed by A. for the Company, and obtained the goods. The same thing happened a second time, except that no notice was sent. It was left to the jury whether the defendants had acted reasonably and without negligence as to the goods, and in delivering them to A. *Held*, that a verdict for the defendant should not be disturbed.—*Heugh v. London & North-Western Railway Co.*, L. R. 5 Ex. 51.

See PUBLIC EXHIBITION; RAILWAY.

**CESSER**.—See FORFEITURE.

**CHARITY**.—See LIMITATIONS, STATUTE OF, 3.

**COMMISSION**.—See SURVEYOR.

**COMMON CARRIER**.—See CARRIER.

**COMMON, TENANCY IN**.—See INJUNCTION, 2.

**COMPANY**.

1. P. signed the memorandum of association of a company for 1,350 shares, and F. and J. for 50 shares each. P. sold a business to the company, to be paid for in part by 1,500 paid-up shares. By P.'s directions, 50 of these shares were allotted to F., and 50 to J. *Held*, that this did not satisfy F.'s and J.'s subscriptions.—*Forbes & Judd's Case*, L. R. 5 Ch. 27.

2. The agent of a company, being requested to take shares in it, offered to apply for 100,