

## DIGEST OF ENGLISH LAW REPORTS.

having an absolute lien on it for freight, dead-freight, and demurrage, which he, or owner, shall be bound to exercise." The cargo was shipped, and was worth the freight on arrival at the port of discharge. *Held*, that the charterer was not liable to the shipowner for delay in loading the vessel.—*Bannister v. Breslauers*, Law Rep. 2 C. P. 497.

3. The defendant chartered a ship to proceed to P., and there load "a full and complete cargo," "fire, &c.," as usual, excepted. After part of the cargo was on board, and while a part of the residue was lying alongside, the ship caught fire, the fire was put out by scuttling the ship, and the damaged cargo was necessarily sold by the master, who also forwarded by another ship the portion then lying alongside. After the ship had been repaired, she was tendered to the defendant, but he refused to load any more cargo. *Held*, that he was not exonerated from his obligation to load a full cargo.—*Jones v. Holm*, Law Rep. 2 Ex. 335.

## See FREIGHT.

CODICIL.—See WILL, 4.

## COLLISION.

1. When a collision takes place in which both vessels are to blame, the master and crew of one cannot sue for salvage for having saved the cargo of the other from the perils resulting from the collision.—*Cargo ex Capella*, Law Rep. 1 Adm. & Ecc. 356.

2. If the crew of a ship have contributed to a collision by not keeping a sufficient lookout, though the pilot is also to blame, yet the owners are liable.—*The Velasquez*, Law Rep. 1 P. C. 494.

3. If a ship, bound to keep her course under the 18th sailing rule, justifies her departure under the 19th rule, she must show not only that her departure was necessary to avoid immediate danger, but that the course adopted by her was reasonably calculated to avoid that danger.—*The Agra and Elizabeth Jenkins*, Law Rep. 1 P. C. 501.

## COMPANY.

1. If an injury to an individual, caused by the act of a company, would not have been a ground for damages before the company obtained statutory powers to do what caused the injury, it cannot (except expressly so provided) be a ground for compensation when caused by something done in the exercise of those powers. R. was the occupier of a public house on a public footpath. A railway company, under its statutory powers, temporarily obstructed streets leading to the footpath, so as to make

access to the house inconvenient. The jury found that R. had sustained damage by the interruption to his business. *Held* (per Lord Chelmsford, C.; and Lord Cranworth), that R. was not entitled to compensation.

Per Lord Westbury (dissenting).—The words of the statute, "injuriously affected," do not mean wrongfully in the sense of unlawfully, but "damnously," that is, injuriously, affected in the ordinary sense of the word; and trade carried on in particular premises is included in the "interest" of the occupier, and if injuriously affected is a subject of compensation.—*Ricket v. Metropolitan Railway Co.*, Law Rep. 2 H. L. 175.

2. A company was formed for the purpose of buying the right to make a foreign railway, and of forming a *société anonyme* to construct it. The memorandum and articles stated that the company might do whatever they thought incidental or conducive to the main object, and that the directors might do all things and make all contracts which, in their judgment, were necessary and proper to effect it. *Held*, that the right to issue negotiable paper, though not to be inferred from the nature of the company's business, was yet conferred by the general words in the memorandum and articles.—*Peruvian Railways Co. v. Thames and Mersey Marine Ins. Co.*, Law Rep. 2 Ch. 617.

See CONTRACT, 2; DIRECTORS; PRINCIPAL AND AGENT; ULTRA VIRES.

COMPOSITION DEED.—See ADMIRALTY, 1.

CONCEALMENT.—See INSURANCE, 3, 4.

CONDITION.—See SALE.

CONSIDERATION.—See CONTRACT, 2.

## CONTRACT.

1. Though a contract involving personal confidence is ended by the death of the party confided in, it is not so rescinded as to take away a right of action for instalments of pay already vested.—*Stubbs v. Holywell Railway Co.* Law Rep. 2 Ex. 311.

2. A company, already carrying the mails under contracts with the government of New Zealand, issued a prospectus, offering to issue "new shares, in order to enable the company to perform the contract recently entered into with the government of New Zealand for a monthly mail service." K., induced by this statement, took some of the new shares. The contract alluded to in the prospectus had been made with the agent of the New Zealand government, both the company and the agent believed he had authority to make it; but it turned out that he had not, and the government repudiated it. *Held*, that as the misre-