

## DIGEST OF ENGLISH REPORTS.

See PARTNERSHIP, 2; PRODUCTION OF DOCUMENTS, 5.

## BIGAMY.

On a trial for bigamy, of a man who had lived apart from his first wife, for the seven years preceeding the second marriage, the prosecution must prove that during that time he was aware of her existence.—*The Queen v. Curgerwen*, Law Rep. 1 C. C. 1.

## BILL OF LADING.

1. A bill of lading on goods, making them deliverable "to order or assigns," was indorsed by the consignor in blank, and deposited with a banker as security for an advance; and, on repayment of the advance, was re-indorsed and delivered back to the assignor. *Held*, that the consignor could sue the ship-owners for a breach, whether occurring before or after the re-indorsement of the bill of lading.—*Short v. Simpson*, Law Rep. 1 C. P. 248.

2. If a bill of lading provides that, as soon as the ship is ready to unload the whole or any part of the goods (sixty-five pipes of lemon juice), the consignee is bound to be ready to receive the same from the ship; and, in default, the master may enter the goods, and land or lighter them at the consignee's risk and expense; the contract is divisible, and, if, after part of the goods have been landed by the ship-owner, but not before, the consignee offers to receive the remainder, the ship-owner is bound to deliver them to him, unless he has been prejudiced in the delivery of the remainder by the consignee not being ready to receive the whole.—*Wilson v. London, Italian and Adriatic Steam Navigation Co.*, Law Rep. 1 C. P. 61.

See STOPPAGE IN TRANSITU.

## BILL OF SALE.

In an affidavit annexed to a bill of sale, a description of the grantor's residence and occupation, to the "best of the belief" of the deponent, is sufficient.—*Roe v. Bradshaw*, Law Rep. 1 Ex. 106.

## BILLS AND NOTES.

1. "On demand, I promise to pay to the trustees of W. Chapel, or their treasurer for the time being, £100," is a good promissory note, as the trustees alone are to be taken as payees, and the treasurer, as their agent, only to receive payment.—*Holmes v. Jacques*, Law Rep. 1 Q. B. 376.

2. If a bill of exchange is indorsed, payable "in need" at a bank, the bank are agents of the indorsers for payment only, and not agents for notice of dishonor generally.—*Leeds Banking Company*, Law Rep. 1 Eq. 1.

3. The rule allowing a day for each step in presentation and notice, applies only as between the parties to a bill, and not as between the agent of the holder and the holder, who resides at a distance.—*Leeds Banking Company*, Law Rep. 1 Eq. 1.

4. Presentation of a bill for payment to an indorser is not *per se* notice of dishonor by the acceptor.—*Leeds Banking Company*, Law Rep. 1 Eq. 1.

5. Notice of dishonor, good according to French law, on a bill indorsed in England, payable in France, is good against the indorser, either because the law of the place where the contract is to be executed governs, or because, in general, notice, good according to the law of the place where the note is payable, is such as can reasonably be required, and therefore to be deemed a good notice according to the law of England.—*Hirschfeld v. Smith*, Law Rep. 1 C. P. 340.

6. A bill of exchange, indorsed in blank to E. S., was by him indorsed in blank, and delivered to H., who changed the blank indorsements to E. S., so that it read thus: "Pay to the order of E. S., at the rate of 25 fr. 75 c. per £1, value received, the sum of 6,437 fr. 50 c. *ut retro*," and wrote the same words on the face of the bill, purporting to make them part of the acceptor's contract. *Held*, such a material alteration as to avoid the bill in the plaintiff's hands.—*Hirschfeld v. Smith*, Law Rep. 1 C. P. 340.

See MORTGAGE, 1; PRINCIPAL AND AGENT, 1, 2; VARIANCE.

## BLOCKADE.

It is not a municipal offence, by the law of nations, for a neutral to trade with a blockaded port.—*The Helen*, Law Rep. 1 Adm. & Ecc. 1.

## BOTTOMRY BOND.

Fraud practised by an owner on a mortgagee of a vessel, which might render the voyage illegal, does not invalidate a bottomry bond to a *bonâ fide* lender.—*The Mary Ann*, Law Rep. 1 Adm. & Ecc. 13.

BREACH OF PROMISE.—See DAMAGES, 1.

## CARRIER.

1. A by-law of the defendants provided, that no passenger should enter a carriage without obtaining a ticket, which would be furnished on payment of the fare, and was to be shown and delivered up on demand. The plaintiff took tickets for himself and servants by a particular train, which was afterwards cut in two, the plaintiff being in the first train with all the tickets. The defendants refused to carry the