

DIGEST OF THE ENGLISH LAW REPORTS.

POWER TO SELL.—See TRUST TO SELL.

PRINCIPAL AND AGENT.

1. Action for breach of the following undertaking: "I undertake to load the ship *Der Versuch*, twenty-nine keels, with Bebside coals, in ten colliery working days. On account of Bebside Colliery, W. S. Hoggett." Hoggett the defendant, was a clerk of the colliery company, which had made a contract with B., W., & Co., to furnish them a certain amount of coal in the months of January, February, and March, "the turn to be mutually agreed upon." B., W., & Co., chartered the plaintiff's ship to convey the coal; and the plaintiff, objecting to the provision of the charterparty as to the matter of detention in loading "in turn, the above undertaking was procured, and the charter was completed. The undertaking purported to be with nobody in particular. The vessel was detained beyond ten days, and the claim was for demurrage. *Held*, that the jury properly found that the defendant was personally bound, though he did not know he was making the undertaking in reference to a pending charter, and that there was consideration therefor. *Weidner v. Hoggett*, 1 C. P. D. 533.

2. A broker is not personally liable on a note signed by him, and running thus: "I have this day sold by your order and for your account, to my principals, five tons anthracene." *Southwell v. Broaditch*, 1 C. P. D. 374 s. c. 1 C. P. D. 100; 10 Am. Law Rev.

See BILLS AND NOTES, 1; BROKER.

PRIVILEGED COMMUNICATION.—See INSPECTION OF DOCUMENTS; PRODUCTION OF DOCUMENTS.

PRIVITY.—See MASTER AND SERVANT, 2.

PRODUCTION OF DOCUMENTS.

A banking company, having a controversy about an alleged fraudulent transfer of an account, at one of its branch offices, telegraphed to the manager of the branch office to write full particulars. In the suit that followed, the bank refused to produce the letter sent in answer to the telegram, claiming it to be privileged. *Held*, that it must be produced. *Anderson v. Bank of British Columbia*, 2 Ch. D. 644.

PROXIMATE RESULT.—See MEASURE OF DAMAGES.

PUBLIC OFFICIAL.—See PATENT.

RATIFICATION OF CONTRACT.—See INFANT.

REALTY AND PERSONALTY.—See MARSHALLING ASSETS.

RESIDUARY LEGATEE.

A testatrix gave life annuities, and ordered funds invested to pay them. She then gave the residue of her estate, "including the fund set apart to answer the said annuities, when and so soon as such annuities shall respectively cease," to J. The estate paid only 5s. in the pound, and the court ordered sums apportioned to each annuity to be invested and the income duly paid. One of the annui-

tants died, and J. claimed the fund out of which this annuitant had received his annuity. *Held*, that all the annuities must be paid in full before J. could take anything as residuary legatee.—*In re Tootal's Estate. Hankin v. Kilburn*, 2 Ch. D. 628.

RIGHT, PETITION OF.—See PETITION OF RIGHT.

SALE.—See VENDOR'S LIEN.

SALVAGE.

The steamer *M.*, from Sumatra to Jedda, with 550 pilgrims, was wrecked on the Par-kin Rock; in the Red Sea, two or three days' voyage from Jedda. The steamer *T.* came up, and her captain refused to rescue and carry to Jedda the pilgrims for less than £4,000, the whole amount of the passage money from Sumatra, to Jedda. The captain of the *M.* at last agreed to give this amount. *Held*, that the bargain was inequitable, and must be set aside. £1,800. was awarded. *Tye Medina*, 1 P. D. 272.

SHERIFF.

A sheriff seized goods under *f. fa.*, and the execution creditor afterwards lost his claim under the execution by accepting a composition from the execution debtor. He gave no instructions to the sheriff how to proceed, and the sheriff sold the goods for his fees and expenses. *Held*, that the execution debtor could maintain trover or trespass against the sheriff in respect of the goods so sold.—*Sneary v. Abdy*, 1 Ex. D. 299.

SLANDER.

In an action to impeach a testator's signature to a will which the plaintiff was an attesting witness, the defendant testified as an expert that he thought the signature was forged. The jury found in favor of the will and the presiding judge animadverted severely upon the hardihood of the expert. These strictures were published next day in the *Times*. Afterwards defendant was called in an action for forgery, and testified that the alleged forgeries were genuine signatures. The counsel, in cross-examination, referred to the witness' testimony in the previous case, the remarks of the judge, and the item in the *Times*, and sat down. Thereupon the witness began an "explanation" of the previous case, and, in spite of the efforts of the judge to stop him, said: "I believe that will to be a rank forgery, and I shall believe so to the day of my death." The jury found, on special questions put them by the judge, that the witness spoke these words not in good faith as a witness, nor in answer to any question, but for his own purposes, and maliciously. *Held*, that the words were privileged.—*Seaman v. Netherclift*, 1 C. P. D. 540.

SOLD NOTE.—See BROKER.

STATUTE.

A man may be convicted and fined for "riding a horse furiously so as to endanger the lives of passengers," under the following statute: "If any person, riding any horse or beast, or driving any sort of carriage, shall ride or drive the same furiously so as to en-