

## DIGEST OF ENGLISH LAW REPORTS.

EXECUTORS AND ADMINISTRATORS.—See WILL, 1.  
FACTOR.

H., a commission merchant and tobacco dealer, sold, through his agent, K., to the plaintiff, a lot of tobacco lying in bond at the dock. The tobacco, according to the usage practised between the parties, remained at the dock uncleared in the name of H.; but the transaction was entered in H.'s books as a sale; and Dec. 3, 1875, an invoice of sale by H. to the plaintiff was sent to the latter, and, Dec. 31, he paid for the tobacco in full. The usage had been in such cases for the plaintiff to receive the tobacco in instalments, as he wished it to manufacture, in which case he would send dock dues and charges for the portion he wanted, and that portion would be discharged and forwarded by H.; but in this case none of the lot had been sent, and March 9, 1876, H. absconded, and March, 15, was adjudged bankrupt. Meantime, Jan. 26, 1876, he had pledged the tobacco to the defendants, and given them the dock warrants, and transferred the tobacco into their name. He represented it to be his property, and they had no knowledge that the plaintiff claimed it. The court had power to draw inferences of fact. *Held*, that the plaintiff was entitled to the tobacco; and that H. had no authority to sell or pledge the tobacco while lying in the dock in his name, but only to clear and forward it to the plaintiff.—*Johnson v. The Cr dit Lyonnais*, 2 C. P. D. 224.

## FALSE PRETENCES.

Indictment for obtaining money under false pretences. Prisoner was a pedler, and induced a woman to buy some packages, which he called good tea, but which turned out to be three-quarters foreign and deleterious substances. The jury found that he knew the character of the stuff, and that he falsely pretended it was good, with intent to defraud. *Held*, that the conviction must stand.—*The Queen v. Foster*, 2 Q. B. D. 301.

## FERRY.

A ferry cannot maintain an action for damage to its traffic against a railroad or bridge company which has provided a foot or other bridge, and thus drawn off travel from the ferry. *Reg. v. Cambrian Railway Co.* (L. R. 6 Q. B. 422) overruled.—*Hopkins et al v. The Great Northern Railway Co.*, 2 Q. B. D. 224.

## FRAUDS, STATUTES OF. See STATUTE OF FRAUDS.

## GENERAL AVERAGE.

A captain burnt some spars and a part of the cargo, to keep the donkey engine running to pump the ship in bad weather, and thus saved her. The ship sailed

properly equipped with coals; but they ran short, owing to unexpected bad weather. *Held*, a case for general average. *Robinson v. Price*, 2 Q. B. D. 295; s. c. 2 Q. B. D. 91, 11 Am. Law Rev. 695.

## GIFT TO EXECUTOR.—See BEQUEST, 1.

## HUSBAND AND WIFE.

1. A wife cannot commit larceny from her husband, no matter whether she has been guilty of adultery or not.—*The Queen v. Kenny*, 2 Q. B. D. 307.

2. The wife of G. received a legacy, given her for her separate use, in the form of a banker's draft, to her order for the amount. She indorsed it to her husband; he indorsed it in blank, and deposited it to his own account. He died a few days after. *Held*, that the wife was entitled to the amount of the draft.—*Green v. Cartill*, 4 Ch. D. 882.

3. W. sold to T. a claim, which he had by right of his wife, to certain engravings, once the property of Turner, the artist, who died intestate in respect of them. W., T., and W's wife died in the order named, and W's executor's brought suit against T's representatives to set aside the sale. *Held*, on the preliminary objection that the wife's representative was the party who should have sued, that the suit was properly brought by W's executors.—*Widgevy v. Tepper*, 5 Ch. D. 516.

See EVIDENCE, 4.

## ILLEGITIMACY.—See EVIDENCE, 4.

## INSURANCE.

The ship F. was insured while lying in the docks under repair, for "the space of twelve calendar months," from Jan. 24, 1872, to Jan. 23, 1873. The clause as to time was written in upon a printed blank, designed for a voyage policy; and some of the words, such as "present voyage," inconsistent with the tenor of a time policy, had not been erased. The vessel was found to have been unseaworthy by the jury, though without the knowledge of the owner. *Held*, that the policy was a pure time policy, notwithstanding the printed words not erased; and the court reiterated the rule laid down in *Gibson v. Small* (4 H. L. C. 353), and repeated in subsequent cases, that in time policies there is no implied warranty of seaworthiness. The insured fails to recover, only when he had knowingly sent the ship to sea in an unseaworthy condition.—*Dudgeon v. Pembroke*, 2 App. Cas. 284.

## JOINT WILL.—See WILL, 6.

## JURY.—See LIBEL AND SLANDER.

## LANDLORD AND TENANT.

Defendant hired plaintiff's furnished house from May 7. She went to the house