

DIGEST OF ENGLISH LAW REPORTS.

SHERIFF—See ESCAPE.

SHIP.

1. A charter-party provided that the ship should proceed to a certain port, and there, or as near thereto as she could safely get, deliver the cargo in the customary manner, but said nothing as to the time to be occupied in the discharge. While the ship was unloading, the authorities, owing to a threatened bombardment, refused for several days to allow any of the cargo to be unloaded. *Held*, that the contract implied by law was that each party would use reasonable diligence in performing that part of the duty of unloading which fell on him, and was not that the discharge should be completed within the time usual at the port; and that therefore the ship-owner could not recover damages from the charterer for the delay.—*Ford v. Cotesworth*, Law Rep. 4 Q. B. 127.

2. A shipper can sue in admiralty the owners of the vessel for damage to his goods caused by negligence of the crew, though the vessel was under charter, if the shipper did not know of the charter, and if the master put up the ship as a general ship.—*The Figlia Maggiore*, Law Rep. 2 Adm. & Ecc. 109.

3. The plaintiffs were indorsees of the bill of lading of a cargo, which, according to the charter-party which referred to the bill of lading, was to be unloaded at S. "at the usual place of discharge." On arriving at S. the master put into the A. dock, when the plaintiffs ordered him to remove the ship to the B. dock, which the master refused to do until he had been paid the expense of entering the A. dock. Both docks were places of delivery for similar cargoes. In a suit for breach of contract for non-delivery of cargo: *Held*, that the master was justified in mooring in the A. dock, but having received directions to move to the B. dock was bound to obey them.—*The Felix*, Law Rep. 2 Adm. & Ecc. 273.

4. The payment of a fare is necessary to constitute a "passenger" whose presence on board imposes the obligation, under the Merchant Shipping Act, 1854, s. 854, of taking a pilot.—*The Lion*, Law Rep. 2 Adm. & Ecc. 102.

See BILL OF LADING; BOTTOMRY BOND; COLLISION; DAMAGES, 2, 3; FREIGHT; INSURANCE; PRIORITY, 2; STOPPAGE IN TRANSITU; WILL, 1.

SLANDER.

In an action for slander, a new trial will not be granted on the mere ground of insufficiency

of damages.—*Forsdike v. Stone*, Law Rep. 3 C. P. 607.

See INTERROGATORIES, 1; LIBEL.

SOLICITOR—See ATTORNEY.

SPECIFIC PERFORMANCE.

In a suit for specific performance, a purchaser will be forced to take a title which appears to the Court of Appeal to be good, though the judge of the court below was of a different opinion; that fact not being sufficient to constitute a doubtful title.—*Beilay v. Carter*, Law Rep. 4 Ch. 230.

See COVENANT, 2; PARTNERSHIP, 1; TRUST, 3; VENDOR AND PURCHASER OF REAL ESTATE, 1.

SPIRITUALISM—See UNDUE INFLUENCE
STAMP.

The Inland Revenue Department allowing a discount to persons purchasing a large amount of stamps, a clerk of the patents had been accustomed to buy stamps for the accommodation of the patentees, purchasing them at a discount, but charging the patentees their full value. *Held*, that he must account to the government for any profit made on stamps purchased with public moneys, but not for any profit made on stamps purchased with his own money.—*Attorney-General v. Edmunds*, Law Rep. 6 Eq. 381.

See BANKRUPTCY, 2.

STATUTE.

A contract entered into by a company which is *ultra vires* is not ratified by references to it in subsequent local and personal acts of Parliament, not expressing any direct intention to confirm it.—*Kent Coast Railway Co. v. London, Chatham, and Dover Railway Co.*, Law Rep. 3 Ch. 656.

STATUTE OF FRAUDS—See CONTRACT.

STATUTE OF LIMITATIONS—See TENANCY IN COMMON, 2.

STOCK EXCHANGE—See CUSTOM; SALE, 2-3.

STOPPAGE IN TRANSITU.

A., at Bahia, shipped a cargo by the order and at the risk of B., of Glasgow, in a ship chartered by A. The charter-party provided that the ship should proceed "either direct or via Falmouth, for orders to a port in Great Britain, and deliver the cargo in conformity with the bill of lading." The bill of lading stated that the ship was "bound for Falmouth for orders," and that the cargo was to be delivered "to order or its assigns." A. sent to B., the charter-party, the bill of lading, indorsed to "B. or order," and the invoice, which stated that the cargo was shipped "for the account and risk of B., for Falmouth, for