

DIGEST OF ENGLISH LAW REPORTS.

Held, that as P. was not a party to the agreement between the C. and other companies, and as the C. company did not make said agreement, or any covenant therein, as trustee for P., P. had no interest under the same which would pass by the inspectorship deed, and that said deed did not affect property coming to P. after the date of its execution. *Ex parte Piercy. In re Piercy*, L. R. 9 Ch. 33.

See COMPANY, 2; EXECUTORS AND ADMINISTRATORS, 3; LIEN, 2; PARTNERSHIP, 3.

BEQUEST.—See APPOINTMENT, 1; CHARITY; ELECTION; EXECUTORS AND ADMINISTRATORS, 2; ILLEGITIMATE CHILDREN; LEGACY; LEX LOCI; MARSHALLING ASSETS; MORTGAGE, 3; TRUST, 3, 5.

BILL OF LADING.

By the provisions of a charter-party, if any part of the cargo should be delivered in a damaged condition, freight should be payable "on the invoice quantity taken on board as per bill of lading, or half freight upon the damaged portion, at the captain's option." A bill of lading for a certain quantity of barley was signed by the master, who added, however, at the foot of the bill of lading, "quantity and quality unknown." The barley was damaged, and the master claimed freight for the invoice quantity taken on board as per said bill of lading. *Held*, that the master was entitled to the freight he claimed, notwithstanding said memorandum at the foot of said bill of lading.—*Tully v. Terry*, L. R. 8 C. P. 679.

See FREIGHT; INSURANCE, 2.

BILLS AND NOTES.

1. L., in Bombay, and G., in London, were engaged in joint transactions in buying and selling goods in India and England. According to their course of dealing, L. drew on G., discounted the drafts in Bombay, and with the proceeds purchased cotton, which was consigned to G., under the agreement that such cotton should be specifically appropriated to meet the bills. *Held*, that holders of such bills were entitled to have the cotton specifically appropriated, subject to the right of the joint creditors (if any) of L. and G. to have the proceeds of such cotton applied as part of the aggregate estate.—*Ex parte Dewhurst. In re Leggett. In re Gladstones*, L. R. 8 Ch. 965.

2. A., in New Orleans, remitted funds to B., in Liverpool, and then sold bills drawn on B., stating that the bills were drawn expressly against funds to a much larger amount already remitted to B. *Held*, that a purchaser of said bills was not entitled to a specific portion of the funds remitted to B.—*Citizens' Bank of Louisiana v. First National Bank of New Orleans*, L. R. 6 H. L. 352.

See EVIDENCE, 1; LETTER.

BOTTOMRY BOND.—See WAGES.

BROKER.

Certain stock-brokers bought for their principal a large quantity of stock, for which

they paid their own money. The principal died July 19, and on July 16, 18, and 19, the brokers sold the stock, which had fallen in value. In ordinary dealings the brokers would have kept the transaction open with their principal, in accordance with the custom of the Stock Exchange, until July 28. *Held*, that the brokers had a right to recover the difference between the amount paid for the stock and the amount for which it was sold, less any loss occasioned by selling before July 28, the next settling day.—*Lacey v. Hill*, L. R. 8 Ch. 921.

BURDEN OF PROOF.

In a case of damage the defendants made no charge of negligence against the plaintiffs, but denied generally the averments in the petition, and pleaded inevitable accident. *Held*, that the burden of proof was on the plaintiffs, and that they must begin.—*The Benmore*, L. R. 4 Ad. & Ec. 132.

CHARGE.

A tenant for life, with proviso for renewal, whose estate was subject to certain charges, neglected having a renewal of the lease, which, if duly renewed, would have still been subject to said charges. The tenant purchased the reversion, which was conveyed to trustees, to prevent merger of the term. Subsequently the tenant mortgaged the property in fee, said trustee joining in the conveyance. *Held*, that the charges upon the renewable term were fastened on the reversion also.—*Trumper v. Trumper*, L. R. 8 Ch. 870; s. c. L. R. 14 Eq. 295; 7 Am. Law Rev. 468.

See APPOINTMENT, 2; LEGACY, 5; MORTGAGE, 3.

CHARITY.

A testator gave the residue of his real and personal estate to trustees for investment in government securities in their joint names, the interest to be from time to time given to such of the lineal descendants of R. as they might severally need, the trustees to make such provisions as would ensure a continuance of said trust at their decease. *Held*, that the gift was charitable.—*Gillam v. Taylor*, L. R. 16 Eq. 581.

See CONTRACT, 6; MARSHALLING ASSETS.

CHECK.—See EVIDENCE.

CHILD EN VENTRE SA MERE.—See LEGACY, 11.

CODICIL.—See LEGACY, 7.

COLLATERAL AGREEMENT.—See LANDLORD AND TENANT.

COMPANY.

1. The L. company desired to have 40,000 shares taken in the company. The I. company guaranteed a subscription for said shares, and applied to a bank to discount their notes for £200,000, which the bank agreed to do upon the guarantee of the L. company that until the notes were paid it would leave with the bank an amount equal to the sum remaining due on the notes, and that if the notes were not paid the bank might pay them out of the amount. The £200,000 was carried to