

DIGEST OF ENGLISH LAW REPORTS.

chapel had been Baptist. An information was filed in 1863, raising the question who were entitled to these funds, which were proved to have been enjoyed by the minister and congregation for the last seventy years; and in 1865 a congregation was formed by persons claiming to be strict Presbyterians, who now claimed the funds as such. *Held*, (1) that the use of the term "Presbyterian" did not amount to a requisition that the particular religious doctrines or mode of church government now claimed to be Presbyterian should be taught or observed; and that, under the 7 & 8 Vict. c. 45, the usage for the last twenty-five years must be held conclusive, and that the congregation who had enjoyed the funds must be declared entitled; (2) that, on the evidence, there had been no strictly Presbyterian congregation at D. for the last century, and that the funds would, if necessary, be applied *cyprès* in favor of the congregation in possession.—*Attorney-General v. Buncie*, Law Rep. 6 Eq. 563.

See MORTMAIN; WILL, 5.

CHARTER PARTY—See FREIGHT, 3; SHIP, 1-3.

CHEQUE—See GIFT.

CODICIL—See REVOCATION OF WILL.

COLLISION.

1. The owners of a foreign vessel claimed damages for a collision between their vessel and an English ship, in Belgian waters. The defendants, owners of the English ship, pleaded that the vessel was in charge of a pilot, whom they were compelled by the Belgian laws to take. The plaintiffs pleaded in reply that, by the same laws, the owner of the vessel in fault, though compelled to take a pilot, continued liable for damages. *Held*, that the reply should be stricken out; that an English court would not enforce a foreign municipal law, and give a remedy in damages in respect to an act which by the English law imposed no liability on the person from whom the damages were claimed.—*The Halley*, Law Rep. 2 P. C. 193.

2. The Merchant Shipping Act exempts a vessel from compulsory pilotage in her own port. The defendants' vessel took a pilot outside of her own port at a point where pilotage was compulsory, and the pilot brought her into the port. Through the pilot's negligence, she came into collision with the plaintiff's vessel. It was in dispute whether the collision was inside or outside of the port. *Held*, (*per* MARTIN, BRAMWELL and CHANNELL, BB.; KELLY, C.B., *dissentiente*), that even assuming that the collision was within the port, yet that

the pilot having been compulsorily put in charge of the ship, and his duty as pilot not having ended, he was not the servant of the defendants, and they were not responsible for his negligence.—*General Steam Navigation Co. v. British & Colonial Steam Navigation Co.*, Law Rep. 3 Ex. 330.

3. The owners of a vessel having, by compulsion of law, a pilot on board, are yet liable for the damage caused by a collision, if the master's neglect of duty was conducive thereto.—*The Minna*, Law Rep. 2 Adm. & Ecc. 97.

4. The bailees of a barge which has been injured by a collision, can sue *in rem* in the Admiralty; but the court will direct that the money awarded as compensation for damages shall not be paid till it has been satisfactorily established that the payment will release the owners of the vessel sued from all claims by the owners of the barge in respect of the collision.—*Id.*

5. In a collision cause, the defendant cannot rely on a simple negative, but must state the circumstances relating to the collision.—*The Why Not*, Law Rep. 2 Adm. & Ecc. 265.

See ADMIRALTY, 2; INSURANCE, 1.

COMMON, TENANCY IN—See TENANCY IN COMMON.
COMMON CARRIER—See RAILWAY, 2.
COMPANY.

1. T., being a registered holder of five shares in a joint stock company, left the share certificates with her broker. A transfer of the shares to S. purporting to be executed by T., together with the certificates, was left with the secretary for registration. The secretary, in the usual course, wrote to T. that the transfer had been so left, and receiving no answer after ten days, registered the transfer, and removed the name of T., and placed the name of S. on the register, giving S. a certificate that he was the registered holder of the five specific shares. A. bargained for five shares, through brokers in the usual way, and paid the value of the five shares, and the specific five shares were transferred to him by S., and A.'s name was put on the register and the five shares delivered to him. Afterwards the transfer to S. was discovered to be a forgery, and T.'s name was ordered by rule of court to be restored to the register. On a case stated; *Held*, that the giving of the certificate to S. amounted to a statement by the company intended to be acted on by purchasers of shares in the market that S. was entitled to the shares; and that A. having acted on that statement, the company were estopped to deny its truth; and that A. was, therefore, entitled to recover from