

DIGEST OF ENGLISH LAW REPORTS.

Catharine's College, Cambridge, L. R. 16 Eq. 19.

See DOMICILE; LIBEL; RAILWAY, 2; WILL, 3, 5.

EXECUTORS AND ADMINISTRATORS.

1. Executors carried on the testator's business as authorized by him. The plaintiff alleged that he had become a creditor since the testator's decease, and, on behalf of himself and all other creditors of the testator, prayed for general administration of the testator's personal estate, for a receiver, and for accounts, without suggesting insolvency of the estate. *Held*, that the plaintiff's remedy was by action at law.—*Owen v. Delamere*, L. R. 15 Eq. 134.

2. A married woman died intestate in 1856. Her husband was last heard of in Australia, in 1853. The court refused administration to the woman's next of kin without citing the husband or his representatives.—*In the Goods of Nicholls*, L. R. 2 P. & D. 461.

3. The court refused to pass over the widow in appointing an administrator to an intestate's estate, although the widow had been separated by judicial decree from her husband, by reason of her cruelty.—*In the Goods of Ihler*, L. R. 3 P. & D. 50.

See ESTOPPEL; MARSHALLING ASSETS; WILL, 2, 5.

EXPECTANT HEIR.—See UNCONSCIONABLE BARGAIN.

FACT, MISTAKE OF.—See COMPANY, 3.

FALSE REPRESENTATIONS.—See FRAUDS, STATUTE OF, 2.

FRAUD.—See ANTICIPATION; LIMITATIONS, STATUTE OF.

FRAUDS, STATUTE OF.

1. The plaintiff agreed to purchase land of A. He then verbally agreed to assign the contract to B. upon certain conditions. Subsequently the plaintiff assigned said contract to B., leaving out said conditions at B.'s request. B. paid a deposit to A. according to the terms of said contract, and then repudiated said conditions, and the plaintiff filed a bill to have said assignment set aside. *Held*, that said assignment was but machinery subsidiary to and for the purposes of the verbal agreement, and that any use of it inconsistent with said agreement was fraudulent. Also that the bill was not demurrable for want of an offer to repay to B. the deposit he had paid A.—*Jarvis v. Berridge*, L. R. 8 Ch. 351.

2. The plaintiff, being the customer of a bank, requested the bank to make inquiries concerning the credit of R. The manager of the bank wrote to the manager of a banking company inquiring R.'s standing. G., the manager of said company, wrote a reply, signed by G. as manager, in which he knowingly made false representations as to R.'s credit, in consequence of which the plaintiff supplied R. with goods, for which the plaintiff was never paid. The plaintiff sued R. and W., the registered public officer of the

company. *Held*, that G.'s signature was the signature of the company; that the representation as to R.'s credit was a representation of the bank; that, according to the custom found by the jury, it must be intended that G.'s answer was sent, not merely for the use of said bank, but for the benefit of the customer on whose behalf said inquiry was made; that the company was liable for the false representations of G. made in the course of conducting the company's business, and that in an action of tort both R. and W. might be sued jointly.—*Swift v. Winterbotham*, L. R. 8 Q. B. 244.

FREIGHT.

The defendant shipped upon the plaintiff's vessel petroleum to be delivered at Havre, and to be taken out within twenty-four hours after arrival, or pay £10 a day demurrage. The authorities at Havre refused to permit the petroleum to be landed, and it was taken by direction of the ship's broker to Honfleur and Trouville, but permission to land was there also refused. The vessel then returned to Havre and transhipped the petroleum into lighters hired by G., but being obliged to reshipe it by the authorities, sailed back to London. *Held*, that whether there was an entire execution of the contract or not, there was such an execution as could be effected consistently with the incapacity under which the cargo labored; the plaintiff was therefore entitled to freight. Also, that, as the master had been obliged to take the petroleum out of the harbor of Havre, and had carried it back to London, the plaintiff was entitled to return freight, demurrage for detention while travelling to Honfleur and Trouville, and the necessary incidental expenses, and that there was a lien for the several charges.—*Cargo ex Argos*, L. R. 4 Ad. & Ec. 13.

See INSURANCE, 3; LIEN, 1.

GUARANTEE.

F. gave a guarantee to a bank to continue in force until six months after notice to the bank under the hand of F. *Held*, that the guarantee was determined upon notice to the bank of the death of F.—*Harris v. Fawcett*, L. R. 15 Eq. 311.

HUSBAND AND WIFE.—See SETTLEMENT, 1, 3.

ILLEGAL INTENTION.—See CONTRACT, 2.

ILLEGITIMACY.—See LEGACY, 3.

INDICTMENT.

1. The prisoner was indicted for setting fire to a stack of straw. It was proved that he set fire to straw on a lory, and he was convicted. *Held*, that conviction must be quashed.—*Regina v. Satchwell*, L. R. 2 C. C. 21.

2. The prisoner was indicted for receiving goods with knowledge that they had been obtained under false pretences. The false pretences were not set forth. The prisoner was found guilty. On motion in arrest of judgment, *held*, that the defect in the indictment was cured by verdict.—*Regina v. Goldsmith*, L. R. 2 C. C. 74.