

DIGEST OF ENGLISH LAW REPORTS.

In consequence of A.'s importunity the plaintiff, without professional advice, signed a joint and several promissory note for said debt and a further advance to A. Shortly after the plaintiff had attained her majority, she joined, under pressure from A., as surety in a bond to the defendant for the amount of said note with interest, payable in six years, being as before without professional advice. In the same manner the plaintiff executed another bond for the principal and interest due on the first bond. *Held*, that as it appeared that the plaintiff was not aware of the invalidity of the first bond when she gave the second, the second bond was not a confirmation of the first; and that both bonds must be set aside.

The plaintiff did not file her bill to have the bonds set aside until an action was brought upon them in 1872. *Held*, that the plaintiff was not guilty of laches.—*Kempson v. Ashbee*, L. R. 10 Ch. 15.

CARRIER.

1. The defendant owned barges which he let out under the care of his own servants for carrying cargoes to or from places in the Mersey; a barge carried goods for one person only at a time, and an express agreement was always made as to each voyage or employment of a barge. *Held* (by BLACKBURN, MELLOR, ARCHIBALD, and GROVE, JJ.), that the defendant was a common carrier, and as such liable for loss not caused by his negligence. (By BRETT, J.) that by a recognized custom of England the defendant undertook to carry goods at his own absolute risk, the act of God and of the Queen's enemies alone excepted; but that he was not a common carrier.—*Liver Alkali Co. v. Johnson*, L. R. 9 Ex. 338; s. c. L. R. 7 Ex. 267.

2. The plaintiffs were under bond to the Government to pay duties on all whiskey transmitted by them from one duty-free warehouse to another, unless the whiskey arrived without alteration at the second duty-free warehouse according to the terms of a permit. The plaintiffs sold some whiskey to S. & Co., and shipped it, duties unpaid, from a duty-free warehouse, addressed to "Customs Warehouse, Limerick, for S. & Co.," by the defendant railway. S. & Co. applied for the whiskey at the railway station at Limerick, and the defendants delivered it, and S. & Co. thereby escaped paying duty. The plaintiffs were obliged to pay duty on the whiskey under their bond, and brought an action against the railway to recover said duty by way of damage for wrongful delivery of the whiskey. *Held*, that the defendants were not liable.—*Cork Distilleries Co. v. Great Southern & Western Railway Co.*, L. R. 7 H. L. 269.

See RAILWAY.

CHARGE.—See ANNUITY, 1.

CHECK.

A request by three directors of a railway company that a bank will honour checks signed by two directors and countersigned by

the secretary of the company does not make the directors personally liable.—See *Beattie v. Lord Ebury*, L. R. 7 H. L. 102; s. c. L. R. 7 Ch. 777.

CODICIL.—See LEGACY, 2.

COLLISION.

The steamship A. towing the disabled steamship B., which belonged to the owners of the A., ran into a sailing vessel, and injured her so that she foundered. Before the sailing vessel sunk, the B. came up and slightly injured her. *Held*, that the B. was to blame for the collision as well as the A., as the two vessels must be considered as one.—*The American and the Syria*, L. R. 4 Ad. & Ec. 226.

COMMON CARRIER.—See CARRIER.

CONDITION.

A condition subsequent in restraint of marriage, annexed to a gift of the income of the proceeds of real and personal estate, is void.—*Bellairs v. Bellairs*, L. R. 18 Eq. 510.

See BOND, 1; RAILWAY.

CONFIRMATION.—See BOND, 2.

CONFLICT OF LAWS.—See BANKRUPTCY, 3.

CONSIDERATION.—See BOND.

CONSTRUCTION.—See ADEMPMENT, 2; ANNUITY; BILLS AND NOTES; COPYRIGHT; DEED; DEVISE; ELECTION; LEASE; LEGACY; MORTGAGE, 2; SETTLEMENT, 1; TRUST.

CONTRACT.

The defendants contracted to deliver to the plaintiffs two hundred tons of iron at 5s. per ton, cash; twenty-five tons to be delivered monthly, the first delivery to be on April 1. On March 12 the plaintiffs informed the defendants that they were insolvent, and they filed a petition for liquidation March 16. The plaintiffs in their written statement of their affairs made no reference to the above contract, but the contract was mentioned at the meeting of creditors. No further reference was made to the contract until May 14, when the plaintiffs demanded the iron and offered to pay cash for it. The defendants replied that the contract was at an end. It was the practice of the defendants to deliver iron under contracts similar to the above without demand for delivery. The Court had power to draw inferences of fact. *Held*, that the contract was rescinded.—*Morgan v. Bath*, L. R. 10 C. P. 15.

See BANKRUPTCY, 3; CARRIER; COPYRIGHT; EQUITY; INSURANCE, 1; JURISDICTION; NOTICE; PRINCIPAL AND AGENT; RAILWAY; VENDOR AND PURCHASER.

CONVERSION.—See PRINCIPAL AND AGENT, 1.

CONVEYANCE.—See DEED.

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