

DIGEST OF THE ENGLISH LAW REPORTS.

1. A check is not an assignment of money in the hands of a banker: it is a bill of exchange payable at a banker's.—*Hopkinson v. Forster*, L. R. 19 Eq. 74.

2. The prisoner was indicted for obtaining goods under false pretences, that he had £5 in a certain bank, that he had authority to draw a check on the bank for that sum, and that a check which he had given was a good and valid order for the payment of said sum; by means of which pretences he obtained certain goods. The prisoner had opened an account with a bank, and had drawn out all his deposit but 5s. He went to the prosecutors and took said goods, saying that he wished to pay ready money for them, and gave a check for £5 on said bank. The prisoner knew the check would not be paid, and he did not intend to meet it when he gave it. *Held*, that there was evidence that the prisoner falsely pretended that the check was a good and valid order for the payment of £5. *It seems*, that there was evidence that the prisoner falsely pretended that he had authority to draw said check, but that there was no evidence that he pretended he had £5 in the bank.—*Queen v. Hazelton*, L. R. 2 C. C. 134.

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. ranged up and slightly injured her. The A. was to blame for the collision. *Held*, that the B. was not also to blame, as she was not, in intentment of law, one vessel with the A.—*Union Steamship Co. v. Owners of the Aracan, the American, and the Syria*, L. R. 6 P. C. 127; s. C. L. R. 4 Ad. & Ec. 226; Am. Law Rev. 473.

COMMON CARRIER.—*See DAMAGES*, 1, 3.

CONSEQUENTIAL DAMAGES.—*See DAMAGES*.

CONSTRUCTION.—*See ADVANCEMENT*; *INSURANCE*, 1; *LEGACY*; *RESIDUE*; *SALE*; *SETTLEMENT*, 1.

CONTRACT.

Certain trucks in the possession of the plaintiffs were claimed by the K. P. Company and the defendant. The defendant demanded the trucks, and the plaintiffs wrote to the defendant asking for an indemnity if they gave them up. The defendant replied giving no answer as to the indemnity, and demanding the trucks forthwith. The plaintiffs then sent them to the defendant. The K. P. Company brought trover against the plaintiffs, and recovered. *Held*, that there was evidence of an implied promise by the defendant to indemnify the plaintiffs.—*Dugdale v. Lovering*, L. R. 10 C. P. 196.

See DAMAGES, 3; *FRAUDS*, *STATUTE OF*, 3; *FREIGHT*; *INSURANCE*, 1; *LICENSE*; *NEGLIGENCE*, 3; *NOTICE TO TREAT*; *PLEADING*; *SALE*; *VENDOR AND PURCHASER*; *VESTED INTEREST*.

CONTRIBUTION.—*See MARSHALLING ASSETS*.

CONVERSION.

1. In an administration suit wherein partition was asked, a sale was ordered. After the decree, but before the sale, one of the parties entitled to a share of the real estate died. *Held*, that the real estate had been converted into personal, and passed to the personal representatives of said deceased beneficiary.—*Arnold v. Dixon*, 19 Eq. 113.

2. A., B., and C. were tenants in common of land. C. became of unsound mind, but was not found so by inquisition. A. and B. leased a portion of the land, and sold another portion, with covenants that C. should convey her share, and for quiet enjoyment; and with a proviso that they would stand possessed of one-fourth of the rent and purchase-money in trust for C. B. became of unsound mind, and A. leased and conveyed other portions of said land on like terms with the above. C. died, and afterwards B. died. The leases and sales were subsequently confirmed under the Lunacy Regulation Act. *Held*, That the proceeds of the lease and sale effected after B. became of unsound mind were real estate as between B.'s real and personal representatives, and that the proceeds of the sale and lease in which B. concurred were, so far as B. and C.'s shares were concerned, personalty.—*In re Mary Smith*, L. R. 10 Ch. 79.

COPYRIGHT.

The plaintiffs purchased the copyright in "Beeton's Annual," and Beeton agreed to give his whole time to the plaintiffs' book-selling business, and not to engage in any other enterprise without their consent, and the plaintiffs were to have the use of Beeton's name for present or future publications, and Beeton was not to use his name in any publication without the plaintiffs' consent. Beeton was restrained from advertising a notice that he had no connection with the annual published by the plaintiffs and called "Beeton's Annual," and that he had devised his usual annual for the coming season, to be issued by a firm other than the plaintiffs.—*Ward v. Beeton*, L. R. 19 Eq. 207.

CORPORATION.—*See BANK*.

COSTS.

The costs of a suit for administration of the trusts of the testator's will, which concerned real and personal estate, must be borne first by the residuary personal estate; and the specifically bequeathed personalty and realty and the residuary devised realty must contribute rateably to make up the deficiency.—*Jackson v. Pease*, L. R. 19 Eq. 66.

See DAMAGES, 1.

CRIMINAL INTENT.—*See FABRICATING VOTES*. *DAMAGES*.

1. H. employed the plaintiffs, common carriers, to carry his pictures. The plaintiffs employed the defendants to carry them part of the way. The pictures were damaged by the defendants' negligence, and H. sued the plaintiffs and recovered damages with costs.