

DIGEST OF ENGLISH LAW REPORTS.

See **BILLS AND NOTES**, 2; **SET-OFF**, 1; **SETTLEMENT**.

BEQUEST.—See **DEVISE**; **LEGACY**; **WILL**.

BILL OF LADING.

The owner of a ship chartered it to C. on the following terms: C. was to ship a full cargo; fifty running days were allowed for loading, and ten days' demurrage at £8 per day; the owner to have an absolute lien on the cargo for all freight, dead freight, demurrage, and average; and the charterer's responsibility to cease on shipment of the cargo. A full cargo was not shipped, and the ship was detained eighteen days in addition to the ten days' demurrage. The captain signed a bill of lading whereby the cargo was to be delivered at London, "as per charter-party," to the consignee, "he paying freight and all other conditions or demurrage (if any should be incurred) for the said goods, as per the aforesaid charter-party." A copy of the charter-party was sent to the consignee with the bill of lading. The owner claimed a lien for £80 demurrage, for dead freight, and for said eighteen days' detention. *Held* (BRAMWELL and CLEASBY, BB., dissenting), that there was no lien for damages for short loading under the term "dead freight" in the charter-party. Also (WILLES and BRETT, JJ., dissenting), that there was a lien for the ten days' demurrage. By the whole court, that there was no lien for the eighteen days' detention. Judgment of Queen's Bench affirmed. *Gray v. Carr*, L. R. 6 Q. B. (Ex. Ch.) 522.

See **BILLS AND NOTES**, 3; **FREIGHT**, 2.

BILLS AND NOTES.

1. A note payable on demand, dated Feb. 16, 1864, was presented for payment Dec. 14, 1864, and it was held on the circumstances of the case that the delay in presentment was not unreasonable.—*Chartered Mercantile Bank of India, London, and China v. Dickson*, L. R. 3 P. C. 574.

2. A. being insolvent, his father agreed to give notes for ten shillings on the pound to trustees for the benefit of creditors, who were to sign a deed of composition under the English Bankrupt Act. A creditor brought suit against A., averring that the composition deed was obtained by fraudulent representations. The suit was referred to an arbitrator, who gave judgment for the creditor. The creditor afterwards brought the present action against A.'s father on said notes, with one count in detinue, and a second on the notes. He alleged that the above judgment was void, as the composition deed was binding upon him

under the Bankrupt Act. *Held* (reversing judgment of Queen's Bench), that the count in detinue failed, as the defendant was not possessed of the notes; that the plaintiff could not succeed on the second count, as it had not been found that the composition deed, the consideration of the notes, was valid. Also, that the plaintiff, by having brought action and obtained judgment against A., had repudiated the composition and the notes, and destroyed the consideration for which the notes were given. It appears the creditors were not *estopped* from alleging that the composition deed was binding upon him, as this action was not against A.—*Latter v. White*, L. R. 6 Q. B. (Ex. Ch.) 474; s. c. L. R. 5 Q. B. 622.

3. A. obtained from a banking company a letter of credit as follows: "You are hereby authorized to value on this bank . . . against cotton purchased in conformity with the letter of instructions . . . such drafts to be covered by shipping documents, say invoices and bills of lading of cotton, addressed to this company, and forwarded under separate cover by the same mail which brings the drafts for acceptance, on receipt of which documents we engage to honor such drafts." Bills were accepted against shipping documents representing cotton of less value than the bills. The bank was ordered to be wound up, and the holders of the bills, with knowledge of said facts, claimed to prove their full amount. *Held*, that the bank was only debtor for the value of the bills less the net proceeds of the cotton applicable to them. The bill-holders had no lien on the cotton whereby to make the bank trustee for them of its proceeds.—*Banner v. Johnson*, L. R. 5 H. L. 157.

See **BANKRUPTCY**, 1.

BOND.—See **BANKRUPTCY**, 2.

BOUNDARY.—See **LEASE**.

BROKER.—See **PRINCIPAL AND AGENT**.

BURDEN OF PROOF.—See **SETTLEMENT**, 1.

CANAL.—See **EASEMENT**.

CARGO.

A ship-owner received oil-cake in good order and condition, undertaking to deliver in like good order and condition, dangers of the sea only excepted. The oil-cake was surrounded by animal and vegetable matter, whose putrescible nature, when deprived of ventilation, caused the oil cake to deteriorate. *Held*, that the damage was not caused by a danger of the sea, and the ship-owner was therefore liable.—*The Freedom*, L. R. 3 Pw. C. 594.

See **BILL OF LADING**; **FREIGHT**, 1.

CARRIAGE.—See **HACKNEY CARRIAGE**.