

DIGEST OF ENGLISH LAW REPORTS.

G. and N; that the proceedings for winding up were taken without his knowledge and consent: and that they were invalid, and not according to Russian law. He claimed a dissolution, compensation according to the English agreement, and the appointment of a receiver in England. Defendants moved for a reference of all matters to St. Petersburg. *Held*, that the agreement in the articles to refer was a good arbitration clause under the Common-Law Procedure Act, 1854, and a stay of proceedings was ordered to await the result of proceedings in the Russian court.—*Lap v. Garrett*, 8 Ch. D. 26.

ATTORNEY AND CLIENT.

1 Shipowners sued the charterers for not discharging the cargo according to the charter-party, and in a subsequent action the charterers resorted to their remedy over against the merchant on the contract of sale. *Held*: that correspondence between the charterers and their solicitor in the first action, and between their solicitor and the shipowners' solicitor and relating to the question in the second action, were privileged, and need not be produced in the second action.—*Bullock v. Corry*, 3 Q. B. D. 356.

2. In an action by a company against its former engineer for money wrongly charged to it in the final account with him, the defendant applied for inspection of three documents scheduled in the plaintiff's affidavit of discovery, and consisting of shorthand notes of conversations, between an officer of the company and the chimney-sweep, and between the chairman of the company and the present engineer, and a statement of the facts drawn up by the chairman, all prepared for submission to plaintiff's solicitor for his advice as to their action, two of which had already been submitted to him. Refused, on the ground that the documents were privileged.—*The Southwark and Vauxhall Water Co. v. Quick*, 3 Q. B. D. 315.

See SOLICITOR.

AUCTION.—See SALE, 3.

BEQUEST.

S. died in 1628, leaving a will containing a bequest of £1,000 for "the relief and use of the poorest of my kindred, such as are not able to work for their living, *videlicet*, sick, aged, and impotent persons, and such as cannot maintain their own charge. . . . And my will is, that in bestowing . . . my goods to the poor charitable uses, which is, according to my intent and desire, those of my kindred which are poor, aged, impotent, or any other way unable to help themselves, shall be chiefly preferred." The income from the charity fund became very large. *Held*, that the bequest was a charity;

that the objects of it were primarily the kindred of the testator, actually poor; and if, after such were provided for, something remained, it should be applied to the relief of poor persons in general, by the doctrine of *cy près*. A well-to-do person among the kindred could not take, although by comparison "poorer" than some others of the kindred. *Dictum* of WICKENS, V.-C., in *Taylor v. Gillham* (L. R. 16 Eq. 581), criticised.—*Attorney-General v. Duke of Northumberland*, 7 Ch. D. 745.

See TRUST, 2; WILL, 5.

BILL OF LADING.—See SALE, 2.

BILL OF SALE.—See SALE, 4.

BILLS AND NOTES.

A check had been given for a debt, when a trustee or garnishee process was served upon the debtors, whereupon they ordered payment on the check to be stopped. The check had not been presented. *Held*, that the stopping of payment of the check revived the debt, and the debt was held by the trustee process.—*Cohen v. Hale*, 3 Q. B. D. 371.

See SALE, 2.

BONUS.—See WILL, 5.

BOUNDARY.—See LANDLORD AND TENANT, 2.

BURDEN OF PROOF.—See SLANDER.

BY-LAWS.—See RAILWAY, 2.

CANCELLATION OF STOCK.—See COMPANY, 1.

CARRIER.—See COMMON CARRIER.

CAUSA PROXIMA.—See NEGLIGENCE, 1.

CHARITY.—See BEQUEST; TRUST, 1; WILL, 4.

CHECK.—See BILLS AND NOTES.

CLASS.—See WILL.

COLLUSION.—See JUDGMENT.

COMMON CARRIER.—See RAILWAY.

COMPOUNDING FELONY.—See SURETY.

CONCEALMENT.—See SURETY.

CONDITION.—See SALE, 3; WAIVER.

CONSIDERATION.—See SALE, 4; SETTLEMENT, 1.

CONSTRUCTION.—See ANNUITY, 1; BEQUEST;

CONTRACT, 1; LANDLORD AND TENANT, 1;

RAILWAY, 2; TAXES; WILL, 1, 2, 3, 4.

CONTRACT.

1. Contract in writing, by plaintiffs, to cut and lengthen and repair defendant's ship, "to enable the vessel to be classed 100 A 1" at Lloyd's, for £17,250 and the old material. Reference was made for details to specifications annexed to and forming part of the contract. These specifications consisted of two items, headed respectively "lengthening" and "iron-work." Under the first were particulars stating, among other things, that all the "iron and wood work" of certain portions of the vessel named was to be "new and complete," and every way "in accordance with Lloyd's rules to class the vessel A 100." The other item