

DIGEST OF ENGLISH LAW REPORTS.

London. By the custom of the London tallow trade, brokers contract in their own name, and are personally liable for all the tallow they need, and they pass to their principals bought notes for the specific quantity ordered. The plaintiffs bought a hundred and fifty tons of tallow, and sent the defendant a bought note for fifty tons according to said custom. The defendant refused to accept the tallow; and the plaintiffs sold it for less than the price agreed between them and the defendant, and then brought assumpsit to recover the difference. *Held*, that the defendant was not bound by said custom, and that the plaintiffs could not maintain their action.—*Mollett v. Robinson*, L. R. 7 H. L. 802; s. c. 7 C. P. (Ex. Ch.) 84; L. R. 5 C. P. 646; 6 Am. Law Rev. 684; 5 *id.* 473.

See CONTRACT, 3.

BUILDING.—See COVENANT.

CARRIER.

A passenger on a steamer purchased a ticket for his passage from D. to W. The ticket had on its face only the words, "D. to W." On the back of the ticket were the words, "The company incurs no liability in respect of loss, injury, or delay, to the passenger or to his luggage, whether arising from the act, neglect, or default of the company or their servants or otherwise." The passenger did not look at the back of his ticket. His luggage was lost by the fault of the steamer. *Held*, that the steamer company was liable for the loss. See the interesting remarks of the lords on this subject.—*Henderson v. Stevenson*, L. R. 2 H. L. Sc. 470.

CHARITABLE BEQUEST.

A testator bequeathed a certain fund to trustees in trust for a charitable society, the members of which were by its rule to provide by subscription a fund to be distributed for their mutual benefit in cases of sickness, lameness, or old age. Poverty was not a necessary qualification of a member to entitle him to an allowance. The trustees held the fund for thirty years, when the society was dissolved. *Held*, that said fund went to the testator's residuary legatee, and need not be applied *cy-près* for charitable purposes.—*In re Clark's Trust*, 1 Ch. D. 497.

CHAMPERTY.

Clients covenanted to pay their solicitors ten per cent. of property to be recovered, and that the solicitors should have a lien on all such property for such ten per cent., and that, on demand, a mortgage of such property should be executed. If no property was recovered, no percentage or commission was to be paid. It seems that this agreement was pure champerty.—See *In re Attorneys' and Solicitors' Act*, 1870, 1 Ch. D. 573.

CHURCH OF ENGLAND.

A persistent denial of the existence and personality of the devil, or the denial of the

doctrine of the eternity of punishment, or of all punishment, for sin, in a future state, constitutes the denial "an evil liver," and a depraver of the "Book of Common Prayer and Administration of the Sacraments," within the 27th canon of 1603 of the Church of England.—*Jenkins v. Cook*, L. R. 4 Ad. and Ec. 463.

N. B.—This decision has been overruled by the Privy Council. Report not yet received.

CLASS.—See DEVISE, 4, 8.

CODICIL.—See WILL, 3.

COLLISION.

A steamboat hove to in the fairway of a channel, and, with no one at her starting-gear, in heavy rainy weather, was run into by a sailing vessel. *Held*, that it was the duty of the tug to have kept herself in readiness to move out of the way of sailing vessels, and that she alone was to blame for the collision.—*The Jennie Barker*, L. R. 4 Ad. and Ec. 456.

See LEX FORI; SHIP.

COMMON CARRIER.—See CARRIER.

COMPOSITION.—See BANKRUPTCY.

CONDITION.

1. A testatrix bequeathed her property in trust to pay the income during the joint lives of her adopted daughter and her husband to the husband, and, after the decease of either, to the survivor for life; provided that if the husband should survive his wife, and marry again, then the trustees were to hold the property upon certain other trusts. The husband survived his wife, and married again. *Held*, that the proviso was valid, and that the gift over took effect.—*Allen v. Jackson*, 1 Ch. D. 399; s. c. L. R. 19 Eq. 631; Am. Law Rev.

2. Declaration that the plaintiff, a singer, agreed with the defendant, director of the Royal Italian Opera, to sing as tenor in the theatres, halls, and drawing-rooms, public and private, in Great Britain and Ireland, from March 30 to July 13, 1875, at £150 per month, and to sing in concerts as well as in operas, but not to sing anywhere out of the kingdom from Jan. 1 to Dec. 31, 1875, without the defendant's written permission, except at a distance of fifty miles from the theatre and out of the season of the theatre, and to be in London without fail at least six days before the commencement of his engagement, for the purpose of rehearsals; that the plaintiff was prevented by temporary illness from being in London before March 23, 1875, on which day he did arrive there; and that, save as aforesaid, the plaintiff had performed and was willing to perform his agreement, but that the defendant refused to receive the plaintiff into his service. The defendant in his answer set up said failure to be in London, and alleged that as the reason of his refusal to receive the plaintiff into his