

## DIGEST OF ENGLISH LAW REPORTS.

signed in the action against B. on March 3, and a *ca. sa.* lodged with the sheriff on March 6. On March 29, B. was arrested, and discharged the same day by order of the bank, on payment of costs. The plaintiffs having sued B. on the bill, *held*, that C. had a vested right of action against B. on C.'s payment of the bill on March 21, for the fact that C. had not paid the costs on March 21 only gave the bank a lien on the bill, but did not affect C.'s right to a remedy on the bill; that neither the taking on execution nor discharge of B. could take away C.'s right, and that therefore the plaintiffs could recover.—*Woodward v. Pell*, Law Rep. 4 Q. B. 55.

See GIFT; GUARANTY; INTEREST, 1, 2; ULTRA VIRES, 1.

## BOND.

1. A. made his will. Shortly after, B. gave A. a bond for £8,000, conditioned to be void if B. should pay £4,000, with interest, within three months after his taking an absolute interest in the residue given by A.'s will, the interest being contingent on A.'s son dying without issue, B. surviving. *Held*, that interest was due on the bond only from the time when B. acquired a vested interest in the residue.—*Mathews v. Keble*, Law Rep. 3 Ch. 691.

2. A testator charged the share of a residuary legatee with money due to him from the legatee on the security of a bond, and all interest thereon. *Held*, that the whole debt and interest, though they exceeded the penalty of the bond, must be deducted from the share.—*Id.*

See BILLS AND NOTES, 3; BOTTOMRY BOND.

## BOTTOMRY BOND.

1. A ship, with a cargo of mahogany for England, having suffered sea-damage, put into Key West, and there underwent necessary repairs. The master, not being able to raise money on personal security for the repairs, gave a bottomry bond on ship, freight, and cargo. He did not, before hypothecating, communicate with the owner or the consignees of the cargo, by reason of the great delay and uncertainty in the transmission of letters. *Held*, that the bond was binding on ship, freight, and cargo.—*The Lizzie*, Law Rep. 2 Adm. & Ecc. 254.

2. When the master fails to obtain funds from the owners of the ship or cargo, he is authorized to raise money to pay for necessary repairs and supplies, after such repairs and supplies have been furnished, by giving a bottomry bond on ship, freight, and cargo to persons other than those who have furnished

the repairs and supplies, especially when by the *lex loci* these latter persons have a maritime lien on the ship to enforce their demands. *The Karnak*, Law Rep. 2 Adm. & Ecc. 289.

3. A master, being also part-owner of a vessel, had, by a bottomry bond, bound himself, ship, freight, and cargo. He brought a suit against the vessel for his wages and disbursements. *Held*, that the owners of part of the cargo could not oppose his being paid his wages and disbursements in priority to the bondholder.—*The Daring*, Law Rep. 2 Adm. & Ecc. 260.

## BROKER.

A., an officer of a company formed to carry on the business of stockbroking, bought some stock for a customer in the course of business, and signed the bought and sold notes, the principals not seeing one another, and no one else acting as broker in the transaction. A. had no license to act as broker. *Held*, that he was liable to a penalty for acting as broker. *Scott v. Cousins*, Law Rep. 4 C. P. 177.

See CUSTOM; SALE, 2-6.

BURDEN OF PROOF—See INSURANCE, 3.

CARRIER—See RAILWAY, 2.

## CHARITY.

1. Bequest in trust for "such charities and other public purposes as lawfully might be in the parish of T.," is a good charitable gift.—*Dolan v. Macdermot*, Law Rep. 3 Ch. 676.

2. Legacies to the Royal, to the Royal Geographical, and to the Royal Humane Societies, are charitable.—*Beaumont v. Oliveira*, Law Rep. 6 Eq. 534.

3. Testator bequeathed as follows: "I give to the trustees of Mount Zion Chapel, where I attend, £3,500, and appoint as trustees to the same A. and G.; and I direct that their receipt shall be a discharge to my executors; and the money to be appropriated according to statement appended." There was no statement appended. *Held*, that the gift was not intended for A. and G. beneficially; that the court could not presume a charitable object in the bequest; and, if not charitable, that the object was so indefinite that the gift must fail. *Aston v. Wood*, Law Rep. 6 Eq. 419.

4. Under wills dated between 1716 and 1803, various funds were given for the ministers, and otherwise for the benefit of Protestant Dissenters called "Presbyterians," at D. There had existed a Presbyterian chapel at D. since 1662, some Baptists had associated with them, and the Baptist element had so increased, that, in 1863, only a few of the members were Presbyterian, and since 1803 the ministers of the