

DIGEST OF ENGLISH LAW REPORTS.

to the plaintiff's shop, the plaintiff gave information, and R. was apprehended the same day; that, after two or three days, R., being in custody, told where some of the thieves would be found; that there they were apprehended a week afterwards; that they were subsequently convicted of the theft, and that R. was convicted as receiver. *Held*, that the judge had properly left the evidence to the jury, pointing out the remoteness of the information; and that a verdict for the plaintiff ought not to be set aside. — *Turner v. Walker*, (Exch. Ch.) Law Rep. 2 Q. B. 301.

RAILWAY.

1. The general manager of a railway has authority to bind the company to pay for medical attendance for a servant of the company injured by an accident on the railway. — *Walker v. Great Western Railway Co.*, Law Rep. 2 Ex. 228.

2. A railway company gave a bond to a contractor, who transferred it to the plaintiff, to secure an advance then made to him by the plaintiff. The plaintiff having in the name of the obligee brought an action on the bond, it was compromised before judgment, on the company's transferring to him all their rolling stock as security. The rolling stock was transferred accordingly, but was subsequently seized by the defendant, an execution creditor of the company. On the trial of an interpleader issue before the plaintiff and defendant, *held*, (1) that evidence was not admissible to impeach the original legality of the bond; (2) that the conveyance of the rolling stock to the plaintiff was valid as against the defendant. — *Blackmore v. Yates*, Law Rep. 2 Ex. 225.

See CARRIER; SPECIFIC PERFORMANCE.

RELEASE.

To an action of debt the defendant pleaded a release of all "actions, suits, claims, and demands," which release had been given since the commencement of the suit. *Held*, that the release discharged not only the debt, but also damages for its detention and costs, and therefore was properly pleaded as a defence to the whole action. — *Teiley v. Wanless*, (Exch. Ch.) Law Rep. 2 Ex. 275.

REPEAL OF STATUTE.—*See BANKRUPTCY*, 5.

REVOCATION OF WILL.—*See WILL*, 3.

REWARD, ACTION FOR.—*See PROXIMATE CAUSE*.

SALE.

1. A. contracted to supply B. with goods, "delivering on April 17, complete 8th May." A. made no delivery on the 17th; and B., on the following day, rescinded the contract, and

refused subsequent tenders of the goods. The plaintiffs having brought an action for non-acceptance, *held*, that if, on the true construction of the contract, A. was bound to commence delivery on April 17th, the defendants were entitled to rescind for failure to deliver on that day; *Held*, further, (by KELLY, C. B., and PIGOTT, B.), that the contract did not bind the seller to commence delivery on the 17th, but only to deliver at reasonable times between April 17th and May 8th; (by MARTIN and BRAMWELL, B.B.), that it did bind the seller to commence delivery on the 17th. — *Coddington v. Paleologo*, Law Rep. 2 Ex. 193.

2. The plaintiff sold the defendants 128 bales of cotton, marked *B. C.* at 25d. per lb., "expected to arrive per Cheviot, the cotton guaranteed equal to sample. Should the quality prove inferior to the guarantee, a fair allowance is to be made." The sample was of "Long-staple Salem" cotton. The 128 bales marked *B. C.* which arrived by the Cheviot, contained "Western Madras" cotton. Western Madras cotton is inferior and of less value than Long-staple Salem, and requires different machinery for its manufacture. *Held*, that the defendants were not bound to receive the cotton, the allowance clause referring to inferiority of quality only, not to difference of kind. — *Azemar v. Casella*, Law Rep. 2 C. P. 431.

See FRAUDS, STATUTE OF.

SATISFACTION.—*See WILL*, 5.

SCIRE FACIAS.

The court cannot refuse to issue a *sci. fa.* to obtain execution, on the ground that the judgment is erroneous on its face. — *Williams v. Sidmouth Railway and Harbor Co.*, Law Rep. 2 Ex. 284.

SENTENCE.—*See CONVICTION*.

SEPARATE ESTATE.—*See HUSBAND AND WIFE*.

SHIP.

1. Goods were shipped under a bill of lading, containing the usual exceptions of "all dangers and accidents of the sea and navigation of what kind and nature soever." The goods were injured during the voyage by rats, though the ship-owner had taken all possible precautions to prevent it. *Held*, that the ship-owner was liable. — *Kay v. Wheeler*, (Exch. Ch.) Law Rep. 2 C. P. 302.

2. By a bill of lading, freight was to be paid, "one-third in cash on arrival at B., and two-thirds on right delivery of the cargo, by bills at four months, or cash, deducting usual interest, at the option of the shippers." The vessel arrived at B. The one-third freight was paid,