Lord Provost, &c., of Edinburgh, L. R. 1. H. L. Sc. 417.

Cheque.

Plaintiff took from her debtor's agent the agent's cheque for the amount of the debt, and did not present it for payment for nearly four weeks. When presented it was dishonored, but there was a reasonable chance, though not a certainty, that it would have been paid if presented at once. The debtor, a week after the cheque was made, paid his agent a part of the amount, the rest being in the agent's hands already. The agent absconded. *Held*, that the debtor was discharged —*Hopkins* v. *Ware*, L. R. 4 Exch. 268.

Chose in Action—*See* Bond; Executor and Administrator, 2.

Codicil—*See* Revocation of Will, 2; Will, 3.

Collision.

1. In a case of collision, the vessel proved entitled to redress set forth the relative position of the two vessels incorrectly in her pleadings. Both vessels were at anchor at the time of the accident, and there was no ground for the objection that the other side might have been misled. *Held*, that the rule that a party seeking redress for an injury must recover *secundum allegata et probata* did not apply.—*The "Alice" & The "Rosita,"* L. R. 2 P. C. 214.

2. In a case of collision occasioned by the fault of a vessel under compulsory pilotage in going at too great speed, where no contributory negligence on the part of the master or crew is proved, the owners of the vessel are not liable. (See *G. S. N. Co.* v. *B. & C. S. N. Co.* (Exch. Ch.), L. R. 4 Exch. 238.)

Semble, said owners not having adhered to the appeal from the decree that their vessel was wholly in fault, but that they were not liable on the above ground, could not raise the questions whether their vessel was free from blame, or whether both vessels were equally in fault.—*Moss* v. *The African Steamship Co. The "Calabar,"* L. R. 2 P. C. 238.

3. The maritime lien on a French vessel for damages caused to an English vessel by collision is not discharged by a sale without notice under the French bankrupt laws to a purchaser who did not know of the collision.—*The Charles Amelia*, L. R. 1 Adm. & Eccl. 830.

Colony—*See* Conflict of Laws.

Common Carrier—*See* Carrier.

Common, Tenancy in—*See* Tenancy in Common.

Company.

1. When one who been induced to become a shareholder in a company by a fraudulent prospectus has filed a bill to have his name removed from the list of members, his right to this will not be affected by a subsequent order for the winding-up of the company.—*Reese River Silver Mining Co.*, v. *Smith*, L. R. 4 H. L. 64.

2. The articles of a company formed for running the blockade during the war in America provided that dividends should not be paid except out of profits, and that the directors should declare a dividend as often as the profits in hand were sufficient to pay five per cent on the capital, subject to the resolutions of a general meeting. In 1864, a dividend was declared, and sanctioned at a general meeting, and subsequently paid, upon a balance sheet in which a debt due from the Confederate government, and a guarantee by the same of part of the value of ships lost in blockade-running, and cotton in the Confederate States, were estimated at their full nominal value. The balance sheet was submitted to the creditor now complaining of it, and advances were made by him, after inspecting it, out of which the dividend was paid. All the above assets were lost and the company was wound up. *Held*, that as the estimate was made *bona fide*, and the facts were plainly stated in the balance sheet, the dividend was to be considered as made out of profits, and not as delusive—*Stringer's Case*, L. R. 4 Ch. 475.

3. Company C., formed to construct railways, &c., ordered rails of Company E. by letter. Said rails were intended to be used in the construction of a railway which had been undertaken by a firm to which the managing director of C. belonged, but not by the company. The managing director of E. was also a director of C. The rails were made but not delivered, as C. became bankrupt. *Held*, that the order was binding on C., although not under seal, and whether the managing director of E. knew the purpose for which the rails were to be used or not; and that E. could prove for damages caused by C.'s non-acceptance of the rails —*In re Contract Corporation. Claim of Ebbw Vale Company*, L. R. 8 Eq. 14.

4. The chairman of the directors of a company was authorised by them to accept bills drawn on the company by L., on L.'s depositing securities to a certain amount. The chairman accepted such bills with the knowledge of the directors, but securities of the specified amount had not in fact been deposited. *Held*, that the company was bound.—*In re Land*