

## DIGEST OF ENGLISH LAW REPORTS.

**BOTTOMRY.**

The appellants chartered a vessel for a voyage from Liverpool to Cuba and back. In Cuba their agent advanced money to the master on a bottomry bond. No attempt to communicate with the owner was made before the bond was granted, although he was at Liverpool and could have been telegraphed to. *Held*, that it was necessary to give notice to the owner, which was not excused by his insolvency, and that the bond was invalid.—*The Panama*, L. R. 3 P. C. 199; s. o. L. R. 2 A. & E 800; 4 Am. Law Rev. 463.

**BROKER.**—See **CONTRACT**, 1.

**BURDEN OF PROOF.**

C., a licensed victualler, was charged, under 11 & 12 Vic. cap. 48, sec. 1, with unlawfully opening his house for the sale of wine and beer, during prohibited hours on Sunday, otherwise than as refreshment for travellers. His hotel adjoined a railway station; eight men were seen there, six of them having a glass of beer each, and two a glass of sherry each; four of them were strangers, and four were residents of the town. A train stopped at the station in a few minutes and seven of the men went by it, and one returned to the town, having come to see a son off by the train. There was a notice in the room that refreshments were supplied, during prohibited hours, only to travellers, and C. had given directions to the waiter not to give out refreshments without first asking the parties whether they were going by the train; but the waiter had failed to ask two of the men the question. *Held*, that the burden of proof was upon the informer, and there was no evidence that C. knew that any of the men were not travellers, nor evidence of an intention to break the law.—*Coplay v. Burton*, L. R. 5 C. P. 489.

See **COLLISION**.

**CARRIER.**—See **NEGLIGENCE**, 2-8.

**CHARITY.**

1. Testator devised certain houses and tenements to a corporation, "for this intent and purpose, and upon this condition," that they should yearly distribute £8 in charity, and that the rest of the rents and profits should be bestowed in repairs; and in case the corporation should leave any of these things undone, he willed that his next of kin should enter and hold the tenements to him and his heirs upon the same condition. At the testator's death the annual value of the property was £9 4s., and its present value was £880. *Held*, that after satisfying the charge of £8 for charity and keeping the buildings in repair, the resi-

due went to the corporation for its own benefit. *Attorney-General v. Wax Chandlers' Company*, L. R. 5 Ch. 503; s. o. L. R. 8 Eq. 462; 4 Am. Law Rev. 463.

2. Testatrix gave legacies to several charitable institutions, and her residuary estate to trustees, "to pay and divide the same to and among the different institutions, or to any other religious institution or purposes as they the said P. and W. may think proper." *Ibid*, that "religious" applied to "purposes" as well as to "institution," and that the gift was a good charitable bequest.—*Wilkinson v. Lindgreen*, L. R. 6 Ch. 570.

**CHARTER PARTY.**—See **SHIP**.

**CHEQUE.**—See **PRINCIPAL AND AGENT**.

**COLLISION.**

A brig was run into by a steamship in the evening; the steamship had the lights required by the Admiralty Regulations, but the brig showed no lights at all. *Held*, that the burden was on the brig to show that the non-compliance with the Regulations was not the cause of the collision.—*The Ferham*, L. R. 3 P. C. 212.

**COMPANY.**

1. A company's prospectus stated its object, and that more than one-half of the capital had been subscribed for. The plaintiff subscribed and paid a deposit. When the prospectus was issued very few shares were subscribed for, but more than half had been taken when the plaintiff subscribed. The memorandum of association, afterwards registered, extended the objects of the company, and for the variance between the prospectus and memorandum the court ordered the plaintiff's name to be removed from the list of contributories. *Held*, that the plaintiff could not maintain a bill to make the directors personally liable for the deposit money, there being no fraud on their part.—*Ship v. Crosskill*, L. R. 10 Eq. 73.

2. A fund was constituted by officials in the service of the East India Company, to provide annuities of £1000 each for those who retired after twenty-five years' service; the fund was made up by an annual deduction of £4 per cent. from their salaries, and by an allowance by the Company of £8 per cent. on the amount so paid. The rules of the subscribers provided that the annuitant, on taking the annuity, should pay "the difference between one half of the actual value on his life, and the accumulated value of his previous contributions, . . . but should the contribution be in excess, such excess shall be refunded;" also that "all questions proposed at a general