

DIGEST OF ENGLISH LAW REPORTS.

and signed it. The defendant kept the broker's note till called upon to accept the goods, when he objected, on the ground that the note was not signed. *Held*, that the defendant was bound by the sold note, that he virtually admitted that the broker had authority to act for him, by his giving no reason for repudiating the bargain but the fact that the broker did not sign the note, and that the memorandum in the broker's book was sufficient to take the sale out of the Statute of Frauds.—*Thompson v. Gardiner*, 1 C. P. D. 777.

See FRAUDULENT PREFERENCE; PRINCIPAL AND AGENT, 1.

BURDEN OF PROOF.—See BILL OF LADING.

CARGO.—See CONTRACT, 4.

CARRIER.—See COMMON CARRIER.

CHARTER-PARTY.

Charter-party by plaintiff for the ship C for twelve months from the completion of her present voyage. When the C. got in she was declared unseaworthy, and it took two months to repair her. *Held*, that the charter-party could be thrown up by the plaintiff, time being of the essence of the contract.—*Tully v. Howling*, 2 Q. B. D. 182.

See DAMAGES, 2.

CHECK.—See EMBEZZLEMENT, 2.

CLASS.

S. by will gave estate in trust for all his children, "who being a son or sons have attained or shall attain twenty-one years, or being a daughter or daughter or daughters have attained that age or been married, or shall attain that age or be married," the sons' shares to be for their own absolute use and benefit. The daughters' shares were to be held for their separate use during their lifetime, and after for their children. In case a son died in testator's lifetime leaving children, the children, the children took in place of the father. There was no such provision in case of a daughter's predecease. A daughter died in the testator's lifetime leaving children. *Held*, that these children were entitled to their mother's share under the will.—*In re Speakman*. *Unsworth v. Speakman*, 4 Ch. D. 620.

See CONSTRUCTION, 2; DEVISE.

CODICIL.—See WILL, 1.

COLLISION.

1. Action by skiff E. against steamer C. for injury to the E., caused by alleged negligence of the C. in colliding with the E., while the C. was coming into the dock and the E. was lying inside. On the evidence, *held*, that the C. was to blame.—*The Cynthia*, 2 P. D. 52.

2. Collision between the bark O. and the steamer P. in the Tyne. The P. was properly moored, but was run into during a gale by a brig adrift in the river. In consequence one of the rings of the buoys gave way, and the P. drifted, and struck and damaged the O. as she was lying moored. No lookout was posted on the P., though the weather was growing boisterous, and it was shown that her chain cables were unbent. *Held*, on the evidence, that the steamer was alone to blame.—*The Pladda*, 2 P. D. 34.

3. In a suit for wages and disbursements between a master and a mortgagee of a ship, the court refused to retain in court a sum of money sufficient to satisfy a certain bond (in case it should ever be presented), which the master had given to release the ship after a collision happening from his neglect.—*The Limerick*, 1 P. D. 111.

See DAMAGES, 2.

COMITY.—See JURISDICTION, 1.

COMMON CARRIER.

Plaintiff took a ticket from Boulogne to London over defendants' steamboat line and railway. On the ticket it was stated that each passenger was allowed 120 pounds of luggage free, and that the company was responsible for no more than £6 value. Plaintiff's box was damaged through negligence of defendants' servants to the amount of £73. By the Railway and Canal Traffic Act of 1854, § 7, it is provided that railway companies shall be liable for loss arising from their negligence in the carriage of goods, notwithstanding any notice of non-liability they have given—and the passengers' luggage taken free of charge is included in the statute. *Held*, that the plaintiff could recover.—*Cohen v. The South Eastern Railway Co.*, 2 Ex. D. 253.

COMPOUNDING FELONY.—See BANKRUPTCY.

CONDITIONS AT SALE.—See CONVEYANCE.

CONSIDERATION.—See BANKRUPTCY.

CONSPIRACY.

Second count in an indictment for conspiracy to defraud: That defendants, promoters of the E. Company, Limited, applied to the Stock Exchange Committee for leave to have the E. Company put on the list of quotations of the Stock Exchange, under two rules of the Stock Exchange, Nos. 128, 129. These rules provide that a new company would be quoted when two-thirds of the whole nominal capital had been applied for and unconditionally allotted to the public; and a member of the Stock Exchange was authorized by the company to give information con-