

DIGEST OF ENGLISH LAW REPORTS.

they accepted a draft for the price. The next day, they delivered the bill of lading to the plaintiff, according to their promise of Jan. 1 to give him security. Jan. 8, G. & Co. suspended; the ship arrived Feb. 3; the defendants tried to stop the goods *in transitu*; and plaintiff claimed them under the bill of lading. The jury expressly found that all the plaintiff's acts were done *bona fide*. *Held*, that he was entitled to the goods. The transfer of the bill of lading passed the property, even though the consideration therefor was past.—*Rodger v. Comptoir d'Escompte de Paris* (Law Rep. 2 P. C. 393), not approved; *Leask v. Scott Brothers*, 2 Q. B. D. 376.

See VENDOR AND PURCHASER.

BILLS AND NOTES.

1. Where the drawer of a dishonoured bill has been adjudged bankrupt before dishonour, a notice sent to him, instead of to the trustee in bankruptcy, by the holder of the bill, is sufficient to enable the latter to prove in the bankruptcy. Such notice sent to the only post-office address of the drawer with which the holder was acquainted is sufficient, although it had ceased for months to be the proper address of the drawer.—*Ex parte Baker*. *In re Bellman*, 4 Ch. D. 795.

2. M. & Co. made advances to K. & C.; and drew bills of exchange on K. & C. for the amount, which the latter accepted. They also made assignments to M. & Co. of certain debts due them, intended as security for the same advances. The debtors had notice of the assignment. K. & C. went into liquidation, and a bank which had discounted the above bills proved for the full amount thereof. The trustee collected the assigned debts, under an agreement between him and K. & C. that this should be done without prejudice to the rights of M. & Co. The latter applied to have the proceeds of the debts paid over to them. *Held*, that M. & Co. must first take up the bills which they had discounted at the bank; and, if anything was found due them above the amount of the bills, the proceeds of the debts should be applied first in payment of that balance, and if any thing then remained, it should be applied in discharging M. & Co.'s liability under the bills of exchange.—*Ex parte Mann*. *In re Kattengell*, 5 Ch. D. 367.

See HUSBAND AND WIFE, 2.

BREACH OF PROMISE—See EVIDENCE, 2.

BROKER—See SALE, 1.

BURDEN OF PROOF—See EVIDENCE, 1.

BY-LAW—See RAILWAY, 1.

CARRIER—See COMMON CARRIER.

CAVEAT EMPTOR—See SALE, 2.

CODICIL—See WILL, 3.

COMMENDATION OF GOODS—See FALSE PRETENCES.

COMMON CARRIER—See RAILWAY, 2.

COMPENSATION—See ELECTION.

CONDITIONAL WILL—See WILL.

CONDITION AT SALE—See SALE, 4.

CONFLICT OF LAWS—See MARRIAGE.

CONSIDERATION—See BILL OF LADING.

CONSTRUCTION.

1. A testator gave his residuary personal estate in trust to "all and every the children" of his uncle R., or their issue, in equal shares. He then devised to the trustees all his real estate in trust for A. for life, and after her death to sell the same, and hold the proceeds "upon trust for all and every the children of the said R., or their issue, in equal shares *per capita*." R. had six children, of whom four had died before the date of the will, each leaving issue. Two survived A., the tenant for life of the real estate. *Held*, that the fund should be divided into six parts; the two children surviving A. taking each one, and the several sets of issue of the four children dying before the date of the will each taking one.—*In re Sibley's Trusts*, 5 Ch. D. 494.

2. Testator directed his trustees that his daughter M. should have the income of all his property after attaining 21, for her separate use for her life; and that if she lived to become marriageable, and die leaving a "child or children," said income should be applied "to the support and maintenance of such child," if only one, or, if more, to such children, for life, "and in like manner to their children and children's children;" and, if the said M. died without being married, or left no child or children, or leaving children, "upon them or their families becoming extinct," then over. M. attained 21 without being married, and brought suit for immediate possession of the property on the ground that the limitations, except to her for life, were void for remoteness. *Held*, that she took an estate for life, and not an estate tail in possession. The court would not say what would become of the property on the death of her children if she had any.—*Hampton v. Holman*, 5 Ch. D. 183.

3. Cutting cocks' combs to fit them for cockfighting, or for winning prizes at exhibitions, *held*, to maintain an information that respondent did "cruelly ill-treat, abuse, or torture the birds," within 12 & 13 Vict. c. 92, § 2, as the operation