

DIGEST OF ENGLISH LAW REPORTS.

to be the custom of the spirit trade of Liverpool for a purchaser to allow his goods to remain in the vendor's warehouse after they had been paid for, until required by the purchaser for use. *Held*, that said custom excluded the presumption that said butts belonged to C., and that they did not pass to his trustee in bankruptcy.—*Ex parte Watkins, In re Couston*, L. R. 8 Ch. 520.

4. The bankrupts owe P. a certain cash balance at the time of their bankruptcy. Bills in part-payment had been accepted by the bankrupts and negotiated by P. and proved by the holder. P. had accepted also bills for the bankrupts for a consideration which had failed, and the bills were in the hands of third parties who had proved them. *Held*, that P. could only prove for the cash balance less the amount of the bills given in part-payment thereof.—*Ex parte Macredie, In re Charles*, L. R. 8 Ch. 535.

5. H. agreed to supply steam-power to S. for driving looms for twenty-one years at a certain rent for each loom payable in advance. The agreement might be terminated at H.'s option in case of bankruptcy of S. S. subsequently assigned the benefit of his agreement to W. H. then mortgaged his mill, containing the steam-power, and the mortgagee took possession and refused to supply W. with steam-power; and, in consequence, W. was obliged to pay a certain increased rent for steam-power. H. became bankrupt. *Held*, that said agreement was not unilateral, and that the damages were capable of being estimated and could be proved in the bankruptcy proceedings.—*Ex parte Waters, In re Hoyle*, L. R. 8 Ch. 563.

See LIMITATION; PARTNERSHIP, 2; TROVER.

BEQUEST.—See APPOINTMENT; CHARITY; CLASS; CONDITION; EVIDENCE; LIMITATION; TRUST; UNDUE INFLUENCE; VESTED INTEREST.

BILL IN EQUITY.

The plaintiffs brought a bill to restrain the defendants from issuing a prospectus of a limited company to be formed to carry on auction and land-agency business. The bill alleged facts showing that said prospectus was calculated to make the public believe that said business of the defendants was the business carried on by the plaintiffs' well-known firm. The bill then stated that one of the defendants had been committed for trial on the charge of attempting to defraud by false checks; and that a correct report of the trial appeared in the *Times*, a copy of which was annexed; that the money in respect of which said charge was made was subsequently paid by a relative and said prosecution abandoned. *Held*, that the bill was scandalous.—*Christie v. Christie*, L. R. 8 Ch. 499.

See DISCOVERY, 1.

BILLS AND NOTES.

Declaration upon a bill of exchange payable four months after date. Plea traversing acceptance. *Held*, that under said plea the

defendant might show that the original date of the bill had been altered to a later date.—*Hirschman v. Budd*, L. R. 8 Ex. 171.

See BANKRUPTCY, 4.

BLANK.—See CLASS.

BOND.—See PRINCIPAL AND SURETY.

CANCELLATION.—See WILL, 7.

CARGO.—See FREIGHT; LIEN, 1.

CARRIER.

By agreement between the defendant railway and the G. N. Railway it was provided that there should be a complete interchange of traffic from all parts of one company to all parts of the other, the stock of the two companies being treated as one stock; and that the two companies should aid each other in every possible way as if the whole concerns of both companies were amalgamated. The G. N. Railway received a cow from the plaintiff to be conveyed to S., a place upon the defendant's line, under a contract which provided that the G. N. Railway should not be liable for injury caused by the kicking, plunging, or restiveness of the cow. On arriving at S., the defendant's porter began to unfasten the railway truck to let the cow out, but was warned by the plaintiff not to do so. The cow was let out into a cow-pen, jumped out of the pen, and was killed. *Held*, first, that the action was rightly brought against the defendant, as under the above agreement it was either partner with the G. N. Railway Company or the latter company was acting as agent of the defendant in making said contract with the plaintiff; and, secondly, that the defendant was liable for want of reasonable care in delivering said cow, notwithstanding the terms of said contract; and that, as a matter of fact, the defendant's porter was guilty of negligence in letting the cow out of the truck as above.—*Gill v. Manchester Railway Co.*, L. R. 8 Q. B. 186.

See RAILWAY.

CHARITY.

A testator devised certain houses to a corporation "for this intent and purpose, and upon this condition," that it should yearly distribute £8 in certain charities; and he directed that the rest of the profits of the houses should be bestowed upon repairs; and in case the corporation should leave any of these things undone, then the testator's next of kin were to enter and hold the houses upon the same condition. At the testator's death the annual value of the property was £95.4, and its present was £330. In 1790, over 200 years after the date of the will, the corporation purchased land adjoining the devised premises, and the two estates were thrown together and built over, and now formed one set of premises. *Held*, first, that the whole of said increased annual value was applicable to charitable purposes; secondly, that said land purchased by said corporation belonged to it, and that there must be a separation and division of the two pieces of land, or an apportionment of the rents arising therefrom.—