

DIGEST OF ENGLISH LAW REPORTS.

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ADMINISTRATION.—See EXECUTORS AND ADMINISTRATORS.

ANTENUPTIAL AGREEMENT.—See MARRIAGE SETTLEMENT, 2.

APPOINTMENT.

K. gave a life estate to his daughter M., with power of appointment in M. among her "children," and in default of appointment to all her children equally. M. appointed to two daughters, one of whom was illegitimate and could not take. *Held*, that the other took one half, and the other half went to her and the other legitimate children of M. equally.—*In re Kerr's Trusts*. 4 Ch. D. 600.

ASSETS.—See BANKRUPTCY.

ATTESTATION.—See WILL, 1.

ATTORNEY AND CLIENT.—See LIEN.

BANKRUPTCY.

1. B., a wine-merchant, in 1857, undertook to marry W., his deceased wife's sister, and they lived together from that time. In 1876 B. went into liquidation, and W. filed her proof for £3,000 "for money lent, advanced, and paid" by her to B. in 1858. The evidence was, that it was agreed that B. should use the money in his business, but that for £2,000 thereof he should be a trustee for W., and that a settlement should be executed. This was, however, never done. *Held*, that W. could not prove her claim as against other creditors. They must first be paid in full.—*In re Beale. Ex parte Corbridge*, 4 Ch. D. 246.

2. M. informed B. that he had forged his name on a note for £100; that the note was just due, and he could not pay it; that if B. would pay it, and thus save M.'s family from disgrace, he would give B. a bill of sale for all his effects for this £100, and another like sum, which he owed B. before this transaction. B. accepted the bill of sale, and paid the note on which M. had forged his name. Subsequently M. became bankrupt, and in a suit by the trustee in bankruptcy against B. for the proceeds of the goods sold him by M., *held*, reversing the decision of the Chief Judge, that there had been no offence against the bankrupt law, however the transaction might have affected B. in a suit where he was plaintiff, and that the trustee could not recover.—*In re Mupleback. Ex parte Caldecott*, 4 C. H. D. 150.

See COMPOSITION; FRAUDULENT PREFERENCE; PARTNERSHIP.

BEQUEST.

1. Will in the following words: "I . . . bequeath to G. all that I have power over, namely, plate, linen, china, pictures, jewellery, lace, the half of all valued to be given to H. . . . The servants . . . to have £10 and clothes divided among them. Also all kitchen utensils." The testatrix had money and much other personal property besides that specified in the will. *Held*, that the will covered all the personal property of the testatrix.—*King v. George*, 4 Ch. D. 435.

2. Testator bequeathed all his remaining property after bequests, to his wife, "for" her "to do justice to those relations on my side such as she think worthy of remuneration, but under no restriction to any stated property, but quite at liberty to give and distribute what and to who my dear wife may please." *Held*, that there was no precatory trust created thereby.—*In re Bond. Cole v. Hawes*, 4 Ch. D. 238.

BILL OF LADING.

A bill of lading recited that a cargo of feathers and down was shipped on board at St. Petersburg, "in good order and condition, . . . to be delivered in the like good order and well-conditioned" in London. There was the usual list of excepted perils, and in the margin the words, "Weight, contents, and value unknown." The goods coming out damaged in London, the consignees sued the ship, and it was proved that the damage was recent, and that it appeared to come from without and not from within. *Held*, that in spite of the marginal note the bill of lading was evidence that the goods were externally in good order when taken on board; that thus a *prima facie* case was made out, which it was for the defendants to upset by positive evidence of inherent defects in the goods.—*The Peter der Grosse*, 1 P. D. 414.

BILLS AND NOTES.—See EMBEZZLEMENT, 2; NEGOTIABLE INSTRUMENT.

BOND.—See COLLISION, 3.

BOTTOMRY BOND.

A master has no authority to give a bottomry bond on the ship, or hypothecate the cargo, without sending word to the owners of the necessity thereof, if communication is possible.—*Kleinwort, Cohen & Co., v. The Cassa Marittima of Genoa*, 2 App. Cas. 156.

BROKER.

P., a broker, in a contract for butter, delivered bought and sold notes to the plaintiff and to the defendant. He signed the first, but not the second; and he made a note of the transaction in his note-book,