

DIGEST OF ENGLISH LAW REPORTS.

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FOR AUGUST, SEPTEMBER, AND
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ACCOUNT.—See BILL IN EQUITY.

ACKNOWLEDGMENT.—See WILL, 4.

ACTION.

The plaintiff employed the defendant to purchase a vessel as cheaply as he could. The owner of the vessel had agreed with his broker to allow him all in excess of £8,500 obtained for the vessel. The defendant, being aware of this, purchased the vessel for £9,250, and by agreement with said broker kept £225 for himself. The plaintiff discovered the transaction, and brought an action for money had and received against the defendant for the £225. *Held*, that the action would lie.—*Morison v. Thompson*, L. R. 9 Q. B. 480.

See JUDGMENT, 1.

ADULTERATION.

A person entered the appellant's shop and asked for green tea. The appellant sold him tea which upon analysis proved to be faced with gypsum and prussian blue. It appeared that tea imported from China as green tea, and known as such to the trade, is faced as above, and that tea not faced is imported from Japan, and is not generally known as green tea; but this is not generally known to the public. The tea sold as above was faced in China. *Held* (by COCKBURN, C. J., and BLACKBURN and ARCHIBALD, JJ.—QUAIN, J., dissenting), that the appellant was guilty of selling adulterated tea as unadulterated. *Roberts v. Egerton*, L. R. 9 Q. B. 494.

ADVERSE POSSESSION.

A testator by will dated 1824 devised all his estates and all other his estates of which he might be possessed at the time of his death to his wife for life, with remainder over. He purchased a freehold estate after the date of his will. After his death his widow entered into possession of all of the estates of which he died possessed, believing she was entitled so to do under the will; and she continued in possession more than twenty years. *Held*, that she had acquired title by adverse possession.—*Paine v. Jones*, L. R. 18 Eq. 320.

See CONDITIONAL LIMITATION.

AGENCY.—See EVIDENCE, 2; PRINCIPAL AND AGENT.

AGREEMENT.—See FRAUDS, STATUTE OF.

ALIEN.—See JURISDICTION.

APPROPRIATION.—See BILLS AND NOTES.

ASSIGNMENT.—See BILL OF LADING, 2.

ASSUMPSIT.—See ACTION.

ATTORNEY, WARRANT OF.—See JUDGMENT, 2.

ATTORNMEN.—See DISTRESS.

AVERAGE.—See INSURANCE, 1.

BANK.—See CHECK.

BANKRUPTCY.

A London draper sold the furniture in his house and shop, and hired it back at a weekly rent. The draper became bankrupt. *Held*, that the furniture was in the order and disposition of the draper with consent of its owner, and passed to the creditors.—*Ex parte Lovering*. In re Jones, L. R. 9 Ch. 621.

See MARSHALLING ASSETS; PARTNERSHIP, 2.

BEQUEST.—See LEGACY; WILL, 6.

BILL IN EQUITY.

In a bill filed by a principal against his agent, praying an account, an item of damages occasioned by the negligence of the agent in disobeying the instructions of his principal cannot be introduced.—*Great Western Insurance Co. v. Cunliffe*, L. R. 9 Ch. 525.

BILLS AND NOTES.

1. A. drew bills in Brazil on B, in England, and sold the drafts to the plaintiff, and then sent remittances to B. to cover the bills. B. refused to accept the bills, and the plaintiff thereupon filed a bill praying that said remittances should be applied to discharging said bills. Bill dismissed.—*Vaughan v. Halliday*, L. R. 9 Ch. 561.

2. The holder of a bill protested for non-payment by the acceptor, notified the drawer that the bill had been "duly presented for payment and returned dishonoured," but did not state that the bill had been protested by a notary. *Held*, that the notice of dishonour was sufficient. In re Lowenthal, L. R. 9 Ch. 591.

See CHECK; PLEADING.

CAPTAIN.—See SHIP.

CARRIER.

Goods were sent by the defendants' railway under a special contract, which described them as being carried at "owner's risk." Part of the goods were delayed on the journey and damaged in consequence of the negligence of the defendants' servants. *Held*, that the defendants were liable for said damage.—*D'Arc v. London and Northwestern Railway Co.*, L. R. 9 C. P. 325.

CHECK.

A. drew a check in London on a bank at Jersey, payable to B. B. received the check in the afternoon of Jan. 27, 1873, and the next day paid it to his account at his banker's in London, who, having no agent at Jersey, forwarded the check to the Jersey bank demanding payment. In due course of post the check would arrive at Jersey Jan. 29, and the London bank would receive a remittance on Jan. 31. On Feb. 7, the check was returned unpaid, with the words, "Refer to drawer." The Jersey bank stopped payment Feb. 4, at which time A. had sufficient funds in the