

## DIGEST OF ENGLISH LAW REPORTS.

delivered to the Clerk of the Peace until the 17th March, 1871. The list for 1869 had been delivered on the 19th August of that year.

Per *Richards, C. J.*, and *Morrison, J.*, the list of 1869 was the one which should have been used.

Per *Wilson, J.*, that of 1870 was properly used; for that the month should be construed to mean a month from the 15th August, when the roll should have been, or any earlier day when it may in fact have been, delivered; that the roll, though delivered too late, would not otherwise be "valid and effectual for the purposes of this Act;" and the neglect of the clerk should not be allowed to disfranchise voters.

There were 41 voters on the list of 1869 who were not on that of 1870, but it was not shown that the vote of any one entitled to vote by either list had been rejected; nor was it shown or suggested that the use of one roll instead of the other could have in any way affected the result of the election. *Held*, that the election was not avoided.

*Held*, also, that the Judge had power to amend the petition by allowing the insertion of an objection to the roll used.

## DIGEST.

## DIGEST OF ENGLISH LAW REPORTS

FOR MAY, JUNE AND JULY, 1872.

(From the American Law Review.)

ABSOLUTE GIFT.—See CONSTRUCTION, 1.

ABUTTOR.—See HIGHWAY.

ACCOUNTS.—See LETTERS PATENT, 2; PLEADING, 1; PRACTICE, 2.

AD DAMNUM.—See PRACTICE, 1.

AD FILUM VIE.—See HIGHWAY.

## ADMINISTRATION.

1. Administration will not be granted to a person having no interest in the estate, even though all the next of kin desire his appointment. Under 20 & 21 Vict. ch. 77, § 73, administration must be offered to each of the next of kin qualified successively, and afterwards to other persons interested.—*Teague et al. v. Wharton*, L. R. 2 P. & D. 360.

2. L. assigned what he supposed was a certain interest in an estate. He had in fact no interest at the time, but afterwards acquired the same interest in another way. He executed the deed of assignment in his supposed capacity, and not in that by virtue of which he afterwards became entitled. *Held*, that his assignee was not entitled to be limited administrator, but must apply to chancery to secure his rights in the estate of his assignor.—*Baron v. Morgan*, L. R. 2 P. & D. 371.

ADMINISTRATOR.—See EXECUTOR AND ADMINISTRATOR.

ADMISSIBILITY.—See CONFESSION; EVIDENCE, 1.

ADOPTION OF SUIT.—See SOLICITOR, 3.

ADULTERY.—See DIVORCE, 1, 2; EVIDENCE, 2.

ADVANCE SHARES.—See EXECUTOR AND ADMINISTRATOR.

ADVANCEMENT.—See HOTCHPOT.

AFFIDAVIT.—See EVIDENCE, 1.

AGREEMENT.—See RAILWAY, 2; STATUTE OF FRAUDS.

AGREEMENT TO SELL.—See PURCHASE-MONEY.

AMALGAMATION.—See COMPANY, 1.

ANNUITY.—See FORFEITURE, 1; LEGACY, 2.

ANSWER.—See PLEADING, 1; PRACTICE, 4.

ANTICIPATION, POWER OF.—See ESTATE FOR LIFE.

APPEAL.—See PRACTICE, 2.

ARBITRATOR.—See EVIDENCE, 4.

ASSIGNEE.—See ADMINISTRATION, 2; BANKRUPTCY, 3.

ASSIGNMENT.—See POWER OF SALE.

ASSIGNMENT OF CONTRACT.—See VENDOR AND PURCHASER, 2.

## ASSIGNMENT OF FREIGHT.

W., a ship-owner, assigned unearned freight to plaintiff. Afterwards, with knowledge of the assignee, W. mortgaged the ship without notice to the mortgagees of the assignment of freight. *Held*, that the mortgagee was entitled to the freight.—*Wilson v. Wilson*, L. R. 14 Eq. 32.

## AUCTION.

Plaintiff and M. were partners, and gave authority to defendant, an auctioneer, to sell partnership goods on premises which had been occupied by M., and in respect of which he owed rent. It was a condition of the sale that at the fall of the hammer, each lot should be at the risk of the purchaser, and the auctioneer should not be responsible for loss after that time. After the sale, the landlord refused to let some goods go unless the rent in arrears was paid. The auctioneer paid the amount to release the goods. *Held*, that as the property, subject to existing liens, had passed to the purchaser, the auctioneer was liable to the plaintiff for the amount paid.—*Sweeting v. Turner*, L. R. 7 Q. B. 310.

AWARD.—See EVIDENCE 4; LIEN.

BAILMENT.—See BAILOR AND BAILEE.

## BAILOR AND BAILEE.

Plaintiff, a cab-driver, got a horse and a cab from a cab-master, the master to pay for the horse's feed, and the driver, to pocket all he earned beyond eighteen shillings. The horse was unfit for the work, and threw the driver out and injured him. *Held* (WILLES, J., dissenting), that the parties were in the relation of bailor and bailee, and the master was responsible.—*Fowler v. Lock*, L. R. 7 C. P. 272.

BANK BOOK.—See DONATIO CAUSA MORTIS.

BANKRUPT.—See FORFEITURE, 1.