

DIGEST OF THE ENGLISH LAW REPORTS.

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ACCESSORY.

One Tubbs quarrelled with one Dulgar, and they agreed to settle the matter with their fists: and each put up £1 to bind each other to fight, and handed the money over to the prisoner. The fight took place in the absence of the prisoner, and Tubbs won, and Dulgar died in consequence. The prisoner, without knowledge of Dulgar's death, paid the money to Tubbs. *Held*, that the prisoner was not accessory before the fact to the manslaughter. —*Queen v. Taylor*, L. R. 2 C. C. 147.

ACTION.—See RES ADJUDICATA.

ADEMPTION.—See RESULTING TRUST.

ADVERSE POSSESSION.—See DEDICATION.

AGENCY.—See FRAUDS, STATUTE OF; PRINCIPAL AND AGENT.

AGREEMENT.—See CONTRACT; LEASE, 2.

AMBIGUITY.—See Will, 2.

ANCIENT LIGHT.

Bill to restrain building on a vacant lot of land, and thereby obstructing the plaintiff's land. It appeared that as far back as living memory went the windows had existed, but that two of them had been enlarged within a recent period. For twenty-five years, and nearly until the beginning of this suit, there had been unity of possession of the vacant lot and the building, but not unity of title. The defendant was restrained from interfering with the windows as they originally existed; and the Court refused to impose as a condition that the plaintiff should reduce the windows to their original size. —*Aynsley v. Glover*, L. R. 10 Ch. 283.

APPORTIONMENT.—See VENDOR AND PURCHASER, 3.

APPRENTICE.—See CONTRACT, 5.

ARBITRATION.—See PARTNERSHIP, 1; SPECIFIC PERFORMANCE.

ASSIGNMENT.—See INSURANCE, 3, 6; TRUST.

ATTORNEY'S FEES.—See FEES.

AVERAGE.—See INSURANCE, 4.

BANKRUPTCY.

1. A creditor recovered judgment against his debtor, obtained judgment, and satisfied his debt. After the sale on execution, the creditor obtained a second execution against the debtor and the proceeds of the sale paid over to the creditor by the sheriff, who had no notice of any bankruptcy petition against the debtor. Afterwards the debtor was adjudicated a bankrupt upon the act of bankruptcy committed by seizure and sale under the first execution. *Held*, that though it did not ap-

pear that the creditor had any knowledge of the sale under the first execution when the second sale took place, he must be deemed to have had constructive notice, and must refund the money obtained under the second execution. *Ex parte Dawes. In re Husband*, L. R. 19 Eq. 438.

2. A bank which held acceptances against advances to J. S., took from G. S. a guarantee that it should not lose anything beyond £2000. The guarantee was given after proceedings in bankruptcy against J. S. were begun, and after the bank's representative had attended a meeting of creditors; and in consequence the bank forbore to take proceedings against J. S., or to prove against his estate, and did not attend subsequent meetings. *Held*, that the guarantee operated to give the bank a secret preference, and was invalid. —*McKewan v. Sanderson*, L. R. 20 Eq. 65.

See EQUITY TO SETTLEMENT.

BEQUEST.—See DEVISE; LEGACY; MORTMAIN.

BILL IN EQUITY.—See DISCOVERY; EQUITY; INJUNCTION, 1; STAY OF PROCEEDINGS.

BILLS AND NOTES.

The contract for building a vessel provided that payment was to be made by payments at different stages of construction of the vessel, of cash and bills of exchange, which were to be retired at completion and transfer. As each payment was made, the vessel was to become the property of the purchaser to the extent of his payment, subject to the builder's lien for unpaid instalments. Payments were made accordingly, and the bills negotiated. The purchaser went into liquidation, and included in his statement his liability on said bills. The holders refused to accept a composition which was tendered. The purchaser gave notice to the builder that he abandoned the contract. The builder became bankrupt, his trustee completed the vessel, and said bill holders claimed a lien for the amount they had paid for the bills. *Held*, that the bill holders had no lien. *Ex parte Lambton. In re Lindsay*, L. R. 10 Ch. 405.

See CHECK; CONTRACT, 6.

BONDS.—See NEGOTIABLE PAPER.

CARRIER.

1. The plaintiff travelled on a railway, paying nothing, the condition, which he knew, being that he travelled at his own risk. The train stopped on a bridge, the parapet of which was low and dangerous, and the night was dark. The plaintiff fell over the parapet and was injured. *Held*, that the plaintiff travelled at his own risk during his access and departure from the railway as well as during the transit. —*Gallin v. London and North-Western Railway Co.*, L. R. 10 Q. B. 212.

2. Sixty bales of flax arrived at the defendants' railway station consigned to the plaintiffs, and the next day the defendants notified the defendants that they held the flax not as carriers, but as warehousemen, at owner's sole risk, and subject to usual warehouse charges. The plaintiffs removed some of the