

DIGEST OF ENGLISH LAW REPORTS.

road company took the lot, and B. was compelled to assign to them by virtue of a statute passed subsequently to the demise. The company built a station on the lot. *Held*, that B. was discharged from his covenant, and that it made no difference whether the company was compellable or only empowered to build the station on the lot.—*Baily v. De Crespigny*, Law Rep. 4 Q. B. 180.

See CONDITION; HUSBAND AND WIFE, 3;
LANDLORD AND TENANT, 5, 6.

CRIMINAL LAW.

27 & 28 Vict. c. 47, s. 2, enacts that when any person shall best convicted of any crime punishable with penal servitude, after having been previously convicted of felony, the least sentence of penal servitude that can be awarded shall be for seven years. A. was convicted of a crime punishable with penal servitude. The indictment did not charge a previous conviction of felony; but, after a verdict of guilty, it was proved on oath that A. had been previously convicted of felony, but no record of such conviction was produced. A. was sentenced to penal servitude for five years. *Held*, that the sentence was correct.—*The Queen v. Summers*, Law Rep. 1 C. C. 182.

See ADMIRALTY, 1; ARREST; EMBEZZLEMENT;
INDICTMENT; INJUNCTION, 4; JUDGMENT;
JURY; LARCENY; RAPE; VOTER, 2.

CROSS REMAINDERS.

A. devised a moiety of certain land to and between B., C., and D., in equal shares, and the heirs of their bodies respectively, and in default of such issue of "any of them," to M., her heirs and assigns. *Held*, that "any" must be construed "all," and that cross-remainders were created by implication between B., C., and D.—*Powell v. Howells*, Law Rep. 3 Q. B. 654.

CUSTOM.

The usage of the Stock Exchange is, that, in transactions between members, there is an implied understanding that, on the purchase of shares, the buying jobber may, by a given day, called "name day," substitute another person as buyer, and so relieve himself from liability, provided such person is one whom the original seller cannot reasonably except, and that such person accept a transfer of the shares, and pay to the original seller the price. *Held*, a reasonable custom.—*Grissell v. Bristowe*, Law Rep. 4 C. P. 36.

See SALE, 2-6.

CYPRÈS—See CHARITY, 4.

DAMAGES.

1. One who for his own purposes brings, collects, and keeps on his land any thing likely to do mischief if it escapes, e.g. water, must keep it in at his peril, and is answerable for all damage which is the natural result of its escape, without proof of negligence on his part.—*Rylands v. Fletcher*, Law Rep. 3 H. L. 330.

2. A company contracted with A. to repair a ship within twenty weeks from the 1st of April, 1865. The repairs were not finished, and the ship delivered to A. until May, 1866. The company being ordered wound up, A. claimed to prove (1) for damages for non-delivery at the stipulated time; (2) for depreciation in value by reason of the non-delivery; (3) for damages by reason of the repairs not having been properly completed. *Held*, that A. was entitled to prove (1) for the amount of the net profits he might have made by chartering the vessel, if she had been delivered properly repaired twenty weeks after the 1st of April, 1865, instead of in May, 1866; and (2) for the amount which it would have cost A. to have completed the repairs at the time she was delivered.—*In re Trent & Humber Co.*, Law Rep. 6 Eq. 396.

3. If a ship is sent to a ship-builder for repair, and is detained by him beyond the time within which he stipulated that the repairs should be finished, the measure of damages is, *prima facie*, the sum which would have been earned in the ordinary course of employment of the ship during the period she was retained beyond the agreed time.—*In re Trent & Humber Co.*, Law Rep. 4 Ch. 112.

See ACTION; LANDLORD AND TENANT, 6, 8;
MESNE PROFITS, 2; RAILWAY, 1; SLANDER.

DEATH—See DIVORCE, 1.

DEMAND.

To secure a floating balance, A. conveyed to B. machinery by bill of sale, containing a proviso for redemption if A. should instantly, on demand and without delay on any pretence whatever, pay the sum due; it provided that the demand might be made either personally or by giving or leaving verbal or written notice to or for him at his place of business, or any other place in which any of the property conveyed might be, or at his residence "so nevertheless that a demand be in fact made." In A.'s absence from his place of business, B. made a demand there on A.'s son, and on the son's stating his inability to pay, had immediately seized the property. *Held*, that the