

DIGEST OF ENGLISH LAW REPORTS.

of the 2000 tons undelivered, or 1280 tons, and brought action for non-delivery. *Held*, (by KELLY, C. B. and PIGOTT, B.,—MARTIN, B., dissenting), that the plaintiff was not entitled to recover.—*Tyers v. Roseale & Ferryhill Iron Co.*, L. R. 8 Ex. 305.

3. A corporation on July 17 sold at auction the lease of certain tolls, upon condition that the purchaser should on the fall of the hammer pay a month's advance, and furnish two sureties, who should sign a lease. The purchaser paid the advance, but never furnished the sureties, and on August 4 wrote to the corporation that he could not complete the sale, and asked a return of his advance. The contract of sale was not executed by the corporation under its seal, nor by any person authorized under its seal to sell. The corporation on August 7 adopted said sale, which was entered on the minutes under seal. *Held*, that as there was no contract under the seal of the corporation there was no mutuality; and that the payment of said advance was not such a part performance that the contract might be enforced in equity against the purchaser; and that the ratification of August 7 came too late.—*Mayor of Kidderminster v. Hardwick*, L. R. 9 Ex. 13.

4. A company advertised for offers for the supply of such quantity of certain stores as the company might order during one year. The defendant sent a certain offer, which was accepted. The defendant refused to supply certain of said stores ordered by the company. *Held*, that there was a sufficient consideration for the defendant's promise to supply the goods ordered, although the company was not obliged to order such goods.—*Great Northern Railway Co. v. Witham*, L. R. 9 C. P. 16.

5. The plaintiff sold goods to the defendant, to be paid for according to the written contract in "from six to eight weeks." The sale took place May 1, and the action was begun June 18. The judge left it to the jury to say what was the mercantile meaning of the expression "from six to eight weeks." The jury found that the action had not been brought too soon. *Held*, that the question was properly left to the jury.—*Ashforth v. Redford*, L. R. 9 C. P. 20.

6. The plaintiff and defendant, both subscribers to a charity, agreed that if the former would vote for an object of the charity the defendant favored, the defendant would at the next election vote for the object of the charity the plaintiff favored. *Held*, that the contract was valid.—*Bokon v. Madden*, L. R. 9 Q. B. 55.

See ARBITRATION, 2; BANKRUPTCY, 2; BROKER; CORPORATION; FRAUDS, STATUTE OF; INJUNCTION; INSURANCE; JURISDICTION; LANDLORD AND TENANT; LEASE; MORTGAGE, 2; PENALTY; RAILWAY, 2; SETTLEMENT, 1, 3.

CORPORATION.

By the registered articles of association of a mining company it was provided that immediately after incorporation P. enter into an agreement for the purchase of the mine for a

sum in cash and 3200 fully paid-up shares. The vendor of the mine received said shares, and directed that ten of them should be allotted to P. By statute, an agreement concerning paid-up shares must be registered. *Held*, that the articles of association did not constitute an agreement with said vendor of the mine, and that consequently the holder of the shares allotted to him was liable as a contributory.—*Pritchard's Case*, L. R. 8 Ch. 956.

See COMPANY, CONTRACT, 3.

COSTS.—See LIEN, 1.

COVENANT.—See ARBITRATION, 2; PENALTY.

CUMULATIVE LEGACY.—See LEGACY, 7.

CURTESY, TENANT BY.—See ESTOPPEL.

DAMAGES.—See LANDLORD AND TENANT; STAUTE.

DEATH.—See GUARANTEE, 1; LEGACY, 9.

DECLARATION OF TRUST.—See TRUST, 1.

DEVISE.

1. A testator in his will directed that his debts should be first paid out of his residuary estate, and then gave a share of the residue to his daughter for life, remainder to her children as tenants in common, remainder to testator's other children. Subsequently to the date of his will the testator executed a settlement in which he recited his agreement to give his daughter £5000, whereof £1000 was to be paid to her intended husband, and £4000 was to be a provision for his daughter, and then covenanted to pay to the trustees of the settlement in his life-time, or within two years after his death, £4000 to be held upon certain trusts. The £1000 was paid to the husband of said daughter. *Held*, that said daughter's share of the residuary estate was adeemed to the extent of £4000.—*Coodre v. Macdonald*, L. R. 16 Eq. 258.

2. A testator devised specific estates in trust for each of his children for life, with power in each child to appoint to such person as he or she should marry an annuity not exceeding, in the whole, one-third of the income of the estate devised to him or her for life. He then directed his trustees to hold his residuary estate upon trusts and subject to powers which should correspond with those declared concerning those estates specifically devised. *Held*, that each child had power of appointment of an annuity not exceeding one-third of the income of the specifically devised estate and his share of the residuary estate.—*Cooper v. Macdonald*, L. R. 16 Eq. 258.

3. A testator made specific devises upon trust for each of his children for life, remainder to the children of each tenant for life as tenants in common, with cross-remainders between such children, and failing such issue of the tenant for life, in trust for the testator's other children as tenants in common, or, if there should be only one of his children "then living," in trust for that child and his heirs. There followed bequests of residuary real and personal estate upon trusts to correspond with those above set forth, with a proviso that if any of the testator's children