

DIGEST OF ENGLISH LAW REPORTS.

on the one side and the answer or counter claim on the other is *bona fide* and truly made.—*Dixon v. Evans*, L. R. 5 H. L. 606.

See EJECTMENT.

CONSTRUCTION.—See BROKER; CHARTER-PARTY; COMPANY, 3; CONTRACT; CONTRIBUTION; DEVISE; EXECUTORS AND ADMINISTRATORS, 2; INSURANCE; LEASE, 1; LEGACY; MINES; POWER, 1; SETTLEMENT, 2, 4; STREET; WILL.

CONTRACT.

The defendant contracted with the plaintiff for the purchase of maize "to be shipped from Danube. For shipment in June and [or] July, seller's option." Cargoes of maize were shipped, and the bills of lading were dated June 4, but the loading had been begun in May and had ended June 4. The defendant refused to accept the maize. The jury found that said cargoes were June shipments. *Held*, by MARTIN, B., and LUSH, J., that the construction of the contract was properly left with the jury. By BLACKBURN and MELLOR, JJ., that said cargoes were June shipments. By KELLY, C. B., that the construction of the contract was for the court, and that said cargo should have been shipped entirely in June or July. Judgment for plaintiff.—*Alexander v. Vanderzee*, L. R. 7 C. P. (Ex. Ch.) 530.

See BROKER; CHARTER-PARTY; COMPANY, 1, 3; DAMAGES, 2; LIEN, 1; PARTNERSHIP, 1; SALE.

CONTRIBUTION.

A testator gave a pecuniary legacy, and devised his real estate without charging it with his debts. His personal estate proved insufficient for payment of debts. *Held*, that the real estate was not liable to contribute ratably to the deficiency.—*Dugdale v. Dugdale*, L. R. 14 Eq. 234.

See COMPANY, 1, 4.

COPYRIGHT.

1. There is no copyright in an advertisement. The plaintiff, a furniture dealer, had issued a descriptive catalogue, with illustrations. The defendant issued a similar catalogue, copying a small part of the plaintiff's preface and many of his illustrations and descriptions. There was no exclusive property in the articles described. An injunction was granted to restrain the defendant from publishing the small part of the preface, but refused as to the illustrations and descriptions.—*Cobbett v. Woodward*, L. R. 14 Eq. 407.

2. Injunction obtained by the proprietor of *The Birthday Scripture Text Book* against the publication of *The Children's Birthday Text Book*, as an infringement of the copyright of title, and as a colorable imitation of the former.—*Mack v. Petter*, L. R. 14 Eq. 431.

COSTS.—See COMPANY, 2; COPYRIGHT.

COUNSEL.—See PRIVILEGED COMMUNICATION.

COVENANT.—See LEASE, 2; SETTLEMENT, 4.

DAMAGES.

1. The plaintiff carried on business in a

warehouse held on long lease, and next to a free dock on the Thames. The dock was filled up under certain embankment acts, and the plaintiff's premises thereby permanently injured with reference to the uses that he or any owner might put upon them. *Held*, that the plaintiff was entitled to compensation. See Land Clauses Consolidation Act, 8 & 9 Vict. c. 18, § 68.—*M'Carthy v. Metropolitan Board of Works*, L. R. 7 C. P. 508.

2. The plaintiff had a contract for furnishing a certain number of shoes at an exceptionally high price of 4s. per pair if delivered February 3. The plaintiff delivered the shoes to a railway company, with notice that if they were not delivered on said day they would be thrown on the plaintiff's hands. Said company failed to deliver the shoes in time, and they were sold at 2s. 9d. per pair, the market price. *Held*, that in the absence of notice of said contract price, the plaintiff could not recover as damages the difference between the market price and said contract price.—*Horne v. Midland Railway Co.*, L. R. 7 C. P. 583.

3. The plaintiffs were owners of a rifle range, part of which was over land leased by a verbal agreement only. A company took part of the plaintiff's land under a special statute. *Held*, that the plaintiffs had suffered damage, although part of the land covered by the rifle range was held on precarious tenure. *Holt v. Gaslight and Coke Co.*, L. R. 7 Q. B. 728.

See CARRIER, 2; COLLISION, 1.

DANGER OF THE SEAS.—See CHARTER-PARTY, 2. DETINUE.

The father of A., an insolvent, agreed to give notes for ten shillings on the pound to trustees, for the benefit of creditors, who were to sign a deed of composition under the English Bankrupt Act. A's father ordered the trustees not to part with the notes, and a creditor brought suit against the father, with one count in detinue for the notes, and another on the notes. *Held*, that the count in detinue failed, as the trustees were not holding the notes as agents of the defendant; and that the second count failed, as the trustees were not holding the notes as agents of the plaintiff.—*Latter v. White*, L. R. 5 H. L. 578; s. c. L. R. 6 Q. B. (Ex. Ch.) 474; L. R. 5 Q. B. 622; 6 Am. Law Rev. 290.

See JUDGMENT.

DEVISE.

1. A testator devised an estate to trustees on trust to permit his son G. to receive the rents and profits during his life, and after his death to permit G's son and the heirs male of his body to receive the rent and profits during their respective lives, severally and successively, in tail male. *Held*, that said son of G. took an estate tail.—*Hugo v. Williams*, L. R. 14 Eq. 224.

2. A gave his daughter a leasehold estate, remainder of his property to his wife, the income "unto my wife for her life, and at her decease unto my daughter for her own benefit, and her children, or only one child if