

DIGEST OF THE ENGLISH LAW REPORTS.

of the plaintiff's ships not being ready within fourteen days, notice being given, then the payments to be made against wharf warrants for each 500 tons slack and being to buyer's order, the defendant undertaking to put free on board when the vessel was ready. If the defendant exceeded the time for delivery, he was to pay 7s. 6d. per week by way of fine. Delivery was made during May, June, July, and August, and was completed in September, 1873. *Held*, that the fine must be calculated from May 15, 1873.—*Bergheim v. Blaenavor Iron Co.*, L. R. 10 Q. B. 319.

See BILL OF LADING; CHARTER-PARTY, 1; DAMAGES, 2; LIMITATIONS, STATUTE OF; PARTNERSHIP; RAILWAY, 2.

CONTRIBUTION.—See COMPANY, 1.

CONVICTION.

The appellant was convicted for negligently injuring the respondent in driving his carriage against the latter. He was again convicted on the same facts and under another statute for an assault on the respondent. *Held*, that the first conviction was a bar to the second.—*Wemyss v. Hopkins*, L. R. 10 Q. B. 378.

COPYHOLD.—See DEVISE, 1.

COVENANT.—See LEASE.

CRIMINAL LAW.—See CONVICTION; INFANCY.

CUSTOM.—See LIEN.

DAMAGES.

1. The plaintiff owned certain building-land, and also land upon which he had built a reservoir. A railway company took the building-land. By statute, in estimating the compensation for the land taken, the arbitrators were to take into consideration the damage occasioned by severance from other lands of the owner, or otherwise injuriously affecting such other lands. The arbitrator, being of opinion that the land taken would have been inevitably covered with mills which would have been supplied with water from said reservoir, allowed compensation for the plaintiff's loss of the sale of the water from his reservoir to the mills which would thereafter be built. *Held*, that such compensation was properly awarded.—*Ripley v. Great Northern Railway Co.*, L. R. 10 Ch. 143.

2. K. was the owner of land on each side of a highway, the soil of which also belonged to him, subject to the right to use and maintain the road. The natural surface of the ground formed a valley which the road crossed on an artificial embankment. K., who wished to tunnel the embankment, employed the plaintiff to do the work. The defendants, a waterworks company, had laid their pipes along said road in accordance with powers conferred by statute. The plaintiff proceeded with his work, and, after tunnelling the embankment, found that one of the defendants' pipes was leaking, and notified the defendants thereof. After some time, the leak was stopped; but the plaintiff was de-

layed by the leak, and put to expense. *Held*, that the plaintiff could not maintain an action for damages done to K.'s property, although he had in consequence lost money under his contract with K. *Held*, also, that even if K. would have been indictable for a nuisance to the way, nevertheless his partial obstruction of the way would not render his whole proceedings so illegal as to prevent him from recovering damages for a wrong.—*Cattle v. Stockton Water Works*, L. R. 10 Q. B. 453.

See LEASE, 1; LIBEL; VENDOR AND PURCHASER, 3.

DEED.—See ESCROW; GRANT.

DELIVERY.—See ESCROW.

DEMURRAGE.—See CHARTER-PARTY, 2.

DEPOSIT.—See VENDOR AND PURCHASER 2.

DEVISE.

1. Devise of freeholds and copyholds to A. and B. upon trust during the life of C. to receive and pay the rents to C., or otherwise to permit him to receive them; and, after the decease of J., the estates were devised to the heirs of the body of C. The testator nominated A., B. and C. executors of his will. *Held*, that C. took an estate-tail in the freeholds, and the equitable life-estate in the copyholds.—*Baker v. White*, L. R. 20 Eq. 166.

2. A testatrix gave her real and personal estate to her husband for life, and after his death "to be divided amongst my five children, share and share alike; and if any of my children should die without issue, then that child or children's share shall be divided, share and share alike, among the children then living; but if any of my children should die leaving issue, then that child (if only one) should take its parent's share; if more than one, to be divided equally amongst them, share and share alike." One of the five children, all of whom survived the tenant for life, died leaving children. *Held*, that her share went to her children. Another child died childless. *Held*, that her share went to the three surviving children of the testatrix.—*Olivant v. Wright*, L. R. 20 Eq. 220.

3. A testatrix gave all her estate, both real and personal, to M., for her sole use during her lifetime, and after her death to her children, in equal parts: in case M. died leaving no issue, the whole of the property to go to the next of kin. M. had one child, who died before M. On the death of M., her husband claimed said real estate. *Held*, that, as a vested interest was given to the child of M., the words "leaving no children" must be read, "having had no children;" and that therefore the plaintiff was entitled to said real estate.—*Trecharne v. Layton* L. R. 10 Q. B. (Ex. Ch.) 459.

See ADEMPMENT; ANNUITY; CONDITION; LEGACY; VENDOR AND PURCHASER

DIRECTORS.—See COMPANY.

DISENTAILMENT.—See ESTATE TAIL.