were not bound to accept the rice.—*Bowes v. Shand*, 2 App. Cas. 455; s. c. 1 Q. B. D. 470; 2 Q. B. D. 112; 11 Am. Law Rev. 279, 689.

See Sale.

Contribution.—See Insurance, 2.

Contributory Negligence.—See Negligence, 2.

Conveyance.—See Vendor and Purchaser.

Covenant.—See Lease 1.

Coverture.—See Husband and Wife, 1, 2.

Damages.—See Injunction, 1; Statute.

Damages, Measure of.—See Measure of Damages.

Debt.—See Bequest, 2; Legacy, 2.

Decree Nisi.—See Husband and Wife. 1.

Detinue.

W. hired a mare of D., and neglected to return her on demand of D., D. sued him in detinue, and got judgment. W. still neglected to return the mare, and Dec. 6 he filed a liquidation petition. Later in the day, D. had his costs in the detinue suit taxed, and at the same time had notice of W.'s petition. Subsequently he got execution, and, finding the mare, had the sheriff seize her under a *fi. fa.* *Held*, that D. was entitled to the mare.—*Ex parte Drake. In Re Ware*, 5 Ch. D. 866.

Discretion.—See Executors and Administrators.

Divorce.—See Husband and Wife, 1.

Domestic Relations.—See Husband and Wife.

Donatio Causa Mortis.—See Bills and Notes.

Equitable Charge.

A. consigned coffee to M., L., & Co., and drew bills on them at ninety days, payable to the order of B., who negotiated them to the plaintiff R. M., L., & Co. refused to accept the bills, and plaintiff had them protested, and held them for maturity. There was nothing on the bills to show that they were drawn against any particular consignment. A., hearing of the refusal to accept, wrote to S., June 17, 1874, asking him to take charge of the consignment, realize on it, get from M., L., & Co. the names of the holders of the bills, honour the bills, and, if they were not sufficient in amount, to telegraph for the balance; and, in general, to conduct the matter so that A.'s reputation would not suffer. The bills became due Aug. 15, and, the day before, S. wrote to R., giving the amount of the bills, and saying, "Please take notice that I expect to receive from M., L., & Co., early next week, delivery of the coffee sent by drawer against the above, and that I will then again write you on this subject." Aug. 17, S. got the warrants for the coffee from M., L., & Co., and wrote to R. to that effect, referring to his letter of Aug. 14, and saying he should dispose of the coffee as instructed by A., and in due time would send R. further particulars. The same day, M., L., & Co. attached the coffee in an action in the Lord Mayor's Court against E., A., & Co., who, they alleged, and had been informed by A. had an interest in the coffee, but whom S. had had no dealings with. S. gave R. notice of the proceedings, and the latter filed his bill against A., S., and M., L., & Co., to have the coffee declared specifically appropriated to satisfy the said bills, and for an injunction. *Held*, reversing the decision of Hall, V. C., that A. had given S. authority to create an equitable charge on the goods, and that S. had acted upon that authority, and that R. could therefore maintain the suit.—*Ranken v. Alfaro*, 5 Ch. D. 786.

Estoppel.—See Landlord and Tenant, 1.

Evidence.

1. April 16, 1874, the respondent brought an action against the appellants on a policy of insurance of one N., dated Sept. 28, 1863. N. disappeared in May, 1867, and a sister and brother-in-law testified that none of his family had heard any thing of him since that time, but his niece said she had seen him in December, 1872, or January, 1873, when she was standing in a crowded street in Melbourne; that she started or turned to speak to him, but before she could do so he was lost in the crowd. She had told this circumstance to N.'s other relations. The jury informed the court that they did not consider this evidence conclusive that she had seen N. Counsel for plaintiff asked the court to instruct the jury "that there was evidence that N. had been absent seven years without being heard of, and that he had not been heard of if" the niece "was mistaken in believing that she had seen him:" and if the jury thought she was mistaken, then N. might be presumed dead, having been absent more than seven years without being heard of. This was refused, and the court instructed the jury, *inter alia*, as follows; "You cannot say that a man has never been heard of, when in the first place one of his nearest relations says she saw him . . . within three years; still less . . . when every member of the family states that they heard" so. "You cannot have any one called who saw him die or saw him buried. You have therefore no direct evidence except that he was alive three years ago. . . . You have no evidence whatever upon which you could found the presumption that he is dead, that is, that he has never been heard of by any of his relatives for the space of seven years, when you find that every one of the relatives heard that he was alive." The court added that the presumption of death was removed by the most positive evidence, and finally: "Under these circumstances, unless you are prepared to find that he was dead in April, 1875, and find it upon evidence which tends to prove directly the contrary, and in