

shipped under the substituted contract fell short of the guaranteed sum for each vessel by £343. One of the vessels arrived in safety; the other was lost:—*Held*, that the contract was broken at the moment of the shipment of the homeward cargo, and consequently that the owners were entitled to recover the deficiency in respect of each vessel, notwithstanding the loss of one. *Carr v. Wallachian Petroleum Company*, Law Rep. 1 C. P. 636.

*Shipping—Deviation.*—A charter party contained a clause that the ship should “with all convenient speed (on being ready), having liberty to take an outward cargo for owners’ benefit direct or on the way, proceed to E., and there load a full cargo of cotton.” This the freighters bound themselves to ship. The ship deviated to C. and arrived at E. a few days later than she would have done if she had gone there direct. The ship had not been taken up for any particular cargo, and a small loss in freight was the only result of this delay. —In an action against the freighter for not loading a cargo:—*Held*, that the above clause was a stipulation, and not a condition precedent, and that the delay afforded no justification to the freighter for refusing to load a cargo; but that his remedy for any damage that had accrued by reason of the delay was by cross-action. *MacAndrew v. Chapple*, Law Rep. 1 C. P. 643.

*Company—Authority of Directors.*—A company was incorporated under 25 & 26 Vict. c. 89; the memorandum of association being signed by seven shareholders; no deed of association was filed and no other shares allotted. A. entered into an agreement to act as foreman of the “company’s” works, which was signed by B. & C., two of the persons signing the memorandum of association, as “Chairman” and “Managing Director,” respectively. In an action by A. against the company for work done under the agreement:—*Held*, that in the absence of evidence to the contrary, the jury were justified in presuming that B. & C. had authority to bind the company. *Totterdell v. Fareham Brick Co.*, Law Rep. 1 C. P. 674.

#### EXCHEQUER.

*Trespass—Duty of Owner of Land.*—One, who for his own purposes brings upon his

land, and collects and keeps there anything likely to do mischief if it escapes, is *prima facie* answerable for all the damage which is the natural consequence of its escape.—The defendants constructed a reservoir on land separated from the plaintiff’s colliery by intervening land; mines under the site of the reservoir, and under part of the intervening land, had been formerly worked, and the plaintiff had, by workings lawfully made in his own colliery and in the intervening land, opened an underground communication between his own colliery and the old workings under the reservoir. It was not known to the defendants, nor to any person employed by them in the construction of the reservoir, that such communication existed, or that there were any old workings under the site of the reservoir, and the defendants were not personally guilty of any negligence; but, in fact, the reservoir was constructed over five old shafts, leading down to the workings. On the reservoir being filled, the water burst down these shafts, and flowed by the underground communication into the plaintiff’s mines:—*Held*, reversing the judgment of the Court of Exchequer, that the defendants were liable for the damage so caused. *Fletcher v. Rylands*, Law Rep. 1 Ex. 265.

*Bankruptcy—Action for false representation.*—To a declaration for a false representation, whereby the plaintiff was induced to pay £2000, and “sustained great loss, and became and was adjudicated bankrupt, and suffered great personal annoyance, and was put to great trouble and inconvenience, and was greatly injured in character and credit,” the defendant, except as to the claim in respect of the adjudication in bankruptcy, and the remainder of the personal damage alleged, pleaded that before action the plaintiff had been adjudicated bankrupt, that the loss sustained was a pecuniary loss, and that the right to sue for it passed to his assignees:—*Held*, that the only damage recoverable was a direct pecuniary loss, the right to sue for which passed to the assignees, and, therefore, that the plea was a good answer to the whole declaration, and might have been so pleaded. *Hodgson v. Sidney*, Law Rep. 1 Ex. 313.

*Statute of Frauds.*—In order to make a valid