tlement invested on security of real estates in England, which were heavily incumbered, but with the consent in writing of the husband and wife. Both securities proving insufficient, the trustees were ordered to replace the trust-funds, by investment in consols to the amount the trust-moneys would have produced at the time of the improvident investment: (*Norris* v. *Wright*, 42 L. J., 322, M. R.) In a marriage-settlement of stock, the trustees were empowered to invest in real security. Contemporaneously with the execution of the settlement, a memorandum was indorsed upon it, and signed by the intended husband and wife, requesting the trustees to advance the money, or any part of it, to the owners or lessees of V. gardens, upon mortgage, either as first, second or third mortgagees. B. (who was the settlor), G. and H. were then owners of this property, which at that time was subject to two mortgages. The trustees immediately advanced the money to B, G. and H., but no written security was taken until a year and a half after the advance, at which time B. had surrendered his interest in the property to G. and H., who then executed a mortgage on the property to the trustees, with the usual covenants for the repayment of the loan. The security proved wholly insufficient. It was held, that the trustees had committed a breach of trust, and were bound to make good the loss, and to bring the fund into court: (*Fowler* v. *Reynall*, 15 Jur. 1019, L.C.)

(TO BE CONTINUED.)

MONTHLY REPERTORY.

Notes of English Cases.

COMMON LAW.

C.B. FLETCHER *v.* TAYLEUR. *Nov.* 3.

Measure of damages in mercantile transactions.

The principle laid down in Hadley *v.* Baxendale, doubted by Jervis, C. J. and Willis, J., and suggested that the measure of such damages in such matters, should be the ordinary produce of money in mercantile transactions, as interest is the measure of damages in actions for money.

Q.B. JOHNSTON *v.* GANDY. *Nov.* 10.

Guarantee consideration entire.

"I promise to pay A. £35, by instalments, &c., in consideration of his supplying B. with goods to the amount of £35; and in default of payment of any one instalment, then the whole of the balance of £35 to become due and payable:"—

Held, that no cause of action arises, until A. has supplied goods to the whole amount of £35.

Q.B. DRURY *v.* MACNAMARA. *Nov.* 15.

Agreement for lease—Implied promise to give possession.

An instrument which only operates as an agreement for a lease for eight years, the tenancy to commence from 29th Sept. next, does not import any implied promise by the lessor to give possession on that day.

C.B. MCANDREW AND OTHERS *v* THE ELECTRIC TELEGRAPH COMPANY. *Nov.* 3, 4.

Liability of Telegraph Company.

The plaintiffs sent a message by the Electric Telegraph Company to the master of the ship *Foam*, of Exmouth Point, to proceed to Hull with a cargo of Oranges. The message delivered was, to proceed to Southampton. There being no market for oranges at Southampton, a loss was occasioned to the plaintiffs by the mistake.

The Company's Act, 16 & 17 Vic. c. 203, s. 66, enacts that the use of the telegraph shall, subject (*inter alia*) to such reasonable regulations as may be made by the Company, be open to the public.

Upon the back of the paper on which the message was written was endorsed a notice that the Company would not be responsible for mistakes in the transmission of unrepeated messages, from whatever cause they might arise.

Held, that such a regulation was a reasonable one, and that the Company were protected from liability, both under the Statute and at Common Law.

C.B. UPTON *v.* TOWNSEND, AND UPTON *v.* GREENLEES.

Landlord and Tenant—Eviction.

Eviction is something done by the landlord with the intention of depriving the tenant of the premises.

Whether the act done amount to an eviction is a question for the jury.

The respective defendants were sub-tenants of the plaintiff, of premises leased to him by the Goldsmith's Company.

These premises were burnt down, and afterwards were built up by the Goldsmith's Company, with the consent of the plaintiff, according to a different plan. In the case of Townsend, a portion of his premises was taken away: in the case of Greenlees, a greater space was enclosed. After they were built, the plaintiff let what had been occupied by Townsend to another person, and offered to let what had been occupied by Greenlees, saying that Greenlees should not rent any thing under him. He afterwards brought these actions to recover rent for a constructive occupation of the premises while the premises were being rebuilt. The rent sought to be recovered would have become due on the 24th of June, 1854, at which time the premises had been built according to the new plan.

Held, First—That manual expulsion from the premises is not necessary to constitute eviction by the landlord. But that any act done by the landlord, with the intention of preventing an enjoyment by the tenant of the thing demised is an eviction.

Secondly—That the plaintiff, having consented to the premises being built by the Company according to the new plan, must be identified with the Company, and that the fact of his having consented to their being so built, and of his having let the premises in the one case to another person, and having offered to let them in the other, taken together with an observation that the defendant in that case should not rent anything under him again, were sufficient to constitute an eviction.

CHANCERY.

V.C.W. BARROW *v.* METHOLD. *July* 27.

Will—Construction—Premium—Bonus—Evidence of intention.

A legacy was given to a wife by her husband's will of a premium of insurance on his life, to meet her immediate expenses. Just before the date of the will, a bonus had been declared:—

Held, that the bonus, and no more, passed. Evidence was offered of a verbal declaration of the testator that he intended to give the policy and bonus, but it was rejected, as inadmissible.