

DIGEST OF ENGLISH LAW REPORTS.

the ship to call for orders for a good port in the United Kingdom." The plaintiffs could obtain only 400 tons of sugar at the price fixed by the defendant, and they shipped this to London, where the defendant refused to receive it. Before the plaintiffs made any further purchase of sugar, they received a letter from the defendant countermanding his order. At Mauritius it is generally impossible to purchase so large a quantity of sugar from one seller, and it is generally necessary to purchase it at different times and in different parcels. *Held*, that the defendant meant to buy an entire quantity of 500 tons (fifty tons more or less), to be sent in one vessel; and that a smaller quantity being sent, he had a right to refuse to accept it. (Montague Smith, J., and Clensby, B., dissenting) (Exch. Ch.).—*Ireland v. Livingston*, L. R. 5 Q. B. 516; s. c. L. R. 2 Q. B. 99; 1 Am. Law Rev. 694.

See BANKRUPTCY, 2; COMPANY, 2; CONSIDERATION; SALE; SECURITY; VENDOR AND PURCHASER, 2, 3.

CONTRIBUTORY NEGLIGENCE.—*See* NEGLIGENCE, 3, 5.

CONVERSION.—*See* ATTORNEY.

COVENANT.—*See* LANDLORD AND TENANT; RAILWAY.

CRIMINAL LAW.—*See* BURDEN OF PROOF; STATUTE 1.

CUSTOM.—*See* CONTRACT, 3.

DEBTOR AND CREDITOR.—*See* FRAUDULENT CONVEYANCE, 1; SECURITY.

DEDICATION.—*See* WAY.

DEMURAGE.—*See* SHIP.

DIRECTORS.—*See* COMPANY.

DISCOVERY.—*See* EQUITY PLEADING AND PRACTICE.

EASEMENT.

The plaintiff was in possession of certain land, upon which he built copper works, under an agreement with the defendant for a lease. There was an understanding between them that, so long as the plaintiff was a good customer of the defendant's canal, he might use the surplus water for the copper works. *Held*, that such an understanding was not the foundation of an equitable right to the use of the water.—*Bankart v. Tennant*, L. R. 10 Eq. 141.

EJECTMENT.—*See* LANDLORD AND TENANT

EQUITY.—*See* COMPANY, 1; EASEMENT; WIFE'S SEPARATE ESTATE.

EQUITY PLEADING AND PRACTICE.

The testator's widow carried on his business under a direction in his will that she should have the option of doing so, and that his trustees should permit her, while carrying it on,

to have the entire use, disposal and management of all the capital in the business, and of his other personal estate. After her death the plaintiff brought a bill against the executor, alleging that he was a creditor of the widow's for goods supplied to her, and claiming a lien on the estate used in the business; an interrogatory called for an account of the testator's personal estate, and of the personal estate employed in the business, which the executor refused to answer. *Held*, that the executor should give the account.—*Thompson v. Dunn*, L. R. 5 Ch. 578.

See PARTITION.

ESTATE TAIL.

A settlor conveyed real estate to the trustees to the use of himself for life, remainder to the use of D. and his heirs; but if he died without issue, then to T. and his heirs, and if D. and T. died without issue, then to the issue of the settlor. D. died without issue in the lifetime of the settlor; T. died in the lifetime of the settlor, leaving issue. *Held*, that D. and T. each took an estate tail.—*Morgan v. Morgan*, L. R. 10 Eq. 99.

EVIDENCE.—*See* BILLS AND NOTES; BURDEN OF PROOF; CONTRACT, 1; NEGLIGENCE, 1, 3-6; PRINCIPAL AND AGENT.

EXECUTORY TRUST.—*See* WILL, 2, 4.

FALSE IMPRISONMENT.—*See* MASTER AND SERVANT.

FORBEARANCE.—*See* CONSIDERATION.

FOREIGN ENLISTMENT.

The 59 Geo. III. cap. 69, sec. 7, enacts that if any person in His Majesty's dominions shall, without leave of His Majesty first obtained, "equip, furnish, fit out or arm" any vessel to be employed "in the service of any foreign prince, state or potentate, or of any foreign colony, province, or part of any province or people, or of any person or persons exercising or assuming to exercise any powers of government in or over any foreign state, colony, province, or part of any province or people," as a transport or store-ship, or to commit hostilities against any prince, state or potentate with whom His Majesty shall not be at war, the vessel shall be forfeited. An insurrection existed in Cuba; at Nassau the Salvador was supplied with provisions and water; various munitions of war were shipped, and with eighty passengers on board she sailed to Cuba; the passengers were landed, and erected a battery; while there, seeing a Spanish man-of-war passing, they abandoned the vessel, but as the man-of-war passed without seeing them, they took charge of her again. The vessel was