1875, another similar contract was made. Feb. 24, 1875, after deliveries had been made under the first and second, but none under the third, contract, the P. company called a meeting of its chief creditors, including the C. company, and asked for an extension, saying the business was going on at a loss. It was refused; and the C. company refused to deliver more iron except for cash; whereupon the P. company wrote to rescind the contracts; but there was no evidence that the C. company got the notice. The P. company managed to get along until May, 1875, when its affairs became so bad that, June 9 following, voluntary winding-up proceedings were begun. The C. company claimed to prove as creditors for £2,738 for breach of the three contracts. *Held*, that the claim should be disallowed, on the ground that there was no such insolvency, or declaration of insolvency, on and after Feb. 24, as to authorize the C. company to refuse to deliver the iron except for cash.—*In re Phœnix Bessemer Steel Company. Ex parte Cornforth Hæmatite Iron Company*, 4 Ch. D. 108.

4. Defendants bought of plaintiffs "a cargo of from 2,500 to 3,000 barrels (seller's option) American petroleum, . . . to be shipped from New York during the last half of February next, and vessel to call for orders off coast for any safe floating port in the United Kingdom, or on the Continent between Havre and Hamburg, both inclusive (buyer's option)." Plaintiff's shipped 3,000 barrels, consigned by bill of lading to defendants. To fill up the ship they put on board 300 barrels more, marked in a different way and under another bill of lading. Plaintiffs gave notice of the shipment, offering to conform to the contract as to calling for orders and port of landing, and to deliver either 3,000 or 2,750 barrels to defendants there, and take the balance themselves. Defendants refused to accept any. *Held*, that defendants were not bound to accept any, the contract having been for a "cargo," and cargo signifying all a ship carries.—*Borrowman* v. *Drayton*, 2 Ex. D. 15.

See Infant; Principal and Surety; Sale; Telegraph; Vendor and Purchaser, 1.

Conveyance.

Plaintiffs were trustees, and put up the trust estate at auction under this condition, *inter alia*: "The property is sold, and will be conveyed subject to all free rents, quit-rents, and incidents of tenure, and to all rights of way, water, and other easements (if any)." Defendant was the purchaser, and objected to the insertion of the above words in the conveyance. *Held*, on claim for specific performance, that defendant was bound to accept the conveyance in the above form.—*Gale* v. *Squier*, 4 Ch. D. 226.

Copyright.

Defendant wrote a play, in which it was found as a fact that he took two "unimportant" "scenes or points" from a play of the same name belonging to plaintiff. *Held*, that, under the Dramatic Copyright Act, 3 & 4 Wm. 4, c. 15, § 2, the defendant was not liable.—*Chatterton* v. *Cave*, 2 C. P. D. 42.

Covenant.

A covenant not to carry on a trade within certain limits is broken by the covenantor's selling goods as a journeyman within the prescribed limits, for a third party carrying on the trade in question.—*Jones* v. *Heavens*, 4 Ch. D. 636.

Custody of Child.

Custody of a boy three years old given to the mother, who had been deserted by her husband, father of the child. 36 & 37 Vict., c. 12.—*In re Taylor, an Infant*, 4 Ch. D. 157.

Damages.

1. Action under sect. 6 of the Admiralty Court Act. 1861 (24 Vict., c. 10), by the assignee of a bill of lading, to recover damages for delay in the delivery of the cargo. The liability was admitted, and the question of damages was referred to the registrar. He reported that interest at five per cent. on the value of the invoice from the time when the cargo should have been delivered, and the time of its actual delivery, was the proper measure of damages; but he found as a fact that the market value of the goods had fallen during that time. *Held*, that he should have included in the damages the difference in market value.—*The Parana*, 1 P. D. 452.

2. In a suit for damages resulting from collision, the ship in fault acknowledged the liability, and the question of damages was referred to the registrar. He refused to allow as an item of damage the loss of a charter-party by the vessel injured, resulting from the delay caused by the collision. *Held*, that the loss of the charter-party must be taken into the account in estimating the damages.—*The Star of India*, 1 P. D. 469.

Deed.

The manager of a bank, which had already made advances to and taken mortgage securities therefor from one B., agreed to make further advances on further security being tendered; and B. thereupon pointed out to him three houses on C. road, which he would give as security subject to a prior mortgage. In pursuance of this ar-