

DIGEST OF ENGLISH LAW REPORTS.

plaintiff could recover the insurance on freight from the defendant.—*Jackson v. Union Marine Insurance Co.*, L. R. 8 C. P. 572.

3. The charterers of a vessel were bound by the charter-party to the following obligation: "Sufficient cash for ship's ordinary disbursements to be advanced the master against freight, subject to interest, insurance, and commission, and the master to indorse the amount so advanced upon his bills of lading." The charterers failed to insure their advance, and the vessel was lost. *Held*, that the charterers had no claim against the owners for repayment of their advance.—*Watson v. Shankland*, L. R. 2 H. L. Sc. 304.

See CUSTOM; FREIGHT.

CLASS.—See VESTED INTEREST.

CODICIL.—See WILL.

COMMON CARRIER.—See NEGLIGENCE.

COMPLICITY.—See EXTRADITION.

CONSTRUCTION.—See CHARTER-PARTY, 1.

CONTRACT.

1. The engineer of a railway company prepared specifications of the works to be executed on a proposed railway, and the plaintiffs offered to construct the railway for a sum equal to the total of the prices at which the plaintiffs fixed the items in said specifications. A contract under seal was then entered into between the company and the plaintiffs, where-in the latter agreed to complete said railway for said sum. *Held*, that the plaintiffs could not, under the circumstances, maintain a claim against the company on the ground that the work to be done was understated in said specifications.—*Sharpe v. San Paulo Railway Co.*, L. R. 8 Ch. 597.

2. The defendant sold the plaintiff his news-agency business for a sum, part of which was to be contingent upon the profits of the business for the ensuing two and one-half years. The defendant also agreed to superintend the plaintiff's business and obey his orders. Within the first year the plaintiff agreed with R. to discontinue his news business, transferring to R. such contracts and business as R. should elect to continue. The plaintiff then directed the defendant to discontinue sending news, and applied for an injunction. *Held*, that the plaintiff, having broken his implied covenant to carry on the business, was not entitled to an injunction to restrain the defendant from breaking any other portion of the agreement.—*Telegraph Despatch and Intelligence Co. v. McLean*, L. R. 8 Ch. 658.

3. The plaintiff offered at B. to buy cotton, and the defendant accepted the offer at L. the cotton to be delivered at L. The plaintiff brought suit at B. for breach of contract. By statute an action can be brought in the district where the cause of action wholly or in part arose. *Held*, that the offer at B. was part of the cause of action, and that the suit was properly brought at B.—*Green v. Beach*, L. R. 8 Ex. 208.

CORPORATION.—See BILLS AND NOTES, 1.

COSTS.

Where an attorney brought an action without the authority of the plaintiff, the plaintiff was

held entitled to have the proceedings stayed without payment of costs.—*Reynolds v. Howell*, L. R. 8. Q. B. 398.

COVENANT.

The directors of the T. railway leased from the owners of the B. dock certain land adjoining the dock, to be used for the purpose of shipping goods from and into vessels entering the dock; and they covenanted that they would procure, so far as they should be able, all merchandise conveyed upon or along the said railway, or any part or branch thereof, for the purpose of being brought to the sea-coast for shipment, to be shipped into vessels in said dock, and would pay certain dues upon such merchandise; and that when any merchandise which should be conveyed upon or along the said railway, or any part or branch thereof, should be shipped into or out of any vessel in any dock other than the B. dock, they would pay the same dues that would have been payable on such merchandise if shipped into or out of a vessel in said B. dock. After this lease a company was authorized to construct certain docks and a line of railway thereto, and said T. railway was empowered to lease all the company's works, by Act of Parliament. The directors of the T. railway accordingly leased such works, and shipped goods from the company's docks and carried them over the leased line of railway, and abandoned the use of the B. dock. *Held*, that said directors had not broken their covenants; and that there were no dues payable in respect of goods shipped from or into said company's docks.—*Directors of the Taff Vale Railway Co. v. Macnabb*, L. R. 6 H. L. 169.

See CONTRACT, 2; LEASE, 1, 2.

CUL-DE-SAC.—See STREET.

CY PRES.

Charitable trusts created in the seventeenth and eighteenth centuries in favor of poor prisoners in London, failed in consequence of the abolition of debtors' prisons. *Held*, that the trust funds could not be applied towards the establishment of an industrial school for children of persons convicted of crime and undergoing sentence.—*In re Prison Charities*, L. R. 16 Eq. 129.

DAMAGES.

1. A manufacturer of iron contracted to sell 150 tons of iron to the plaintiff, delivery to be twenty tons per month. Deliveries were not duly made, and the plaintiff partly supplied the deficiency by buying iron in the market. The seller filed a petition in bankruptcy, and the purchaser claimed to prove the difference between the contract price of the whole amount of iron undelivered and the market-price at the time of filing the petition. The value of iron had greatly risen. *Held*, that the purchaser could only prove for the differences between the contract price and the market-price at the time when the monthly deliveries should have been made.—*Ex parte Llansamlet Tin Plate Co. In re Voss*, L. R. 16 Eq. 155.

2. Declaration stating that defendant had agreed to present certain bills to B. for acceptance, and if, after acceptance, the bills were