

## DIGEST OF ENGLISH LAW REPORTS.

stock necessary to carry it on, confers a life interest in the latter, and the stock must be kept good. A gift purporting to be for life of consumable goods unconnected with a business is absolute.—*Cockayne v. Harrison*, L. R. 13 Eq. 432.

See COLLISION, 1; CONDITION PRECEDENT; CONTRACT, 4; DEBT; FORFEITURE, 3; HOTCHPOT; LEGACY, 1, 2; SALE; WILL, 2, 3, 7.

## CONSTRUCTION OF STATUTE.

1. For the owners of an English tug to engage in towing a prize vessel, with prisoners and a detached prize crew, from English into belligerent waters, where the prize would be safe in the hands of the government to which the captors belonged, was held "dispatching a ship for the purpose of taking part in the naval service of a belligerent" within the meaning of the Foreign Enlistment Act of 1870.—*Dyke v. Elliott, The "Gauntlet,"* L. R. 4 P. C. 184.

2. A company granted to a licensee "the sole and exclusive right, license, and authority" to carry on a certain business within certain limits, and agreed to furnish him with material. The company had no legal control in respect of said business over the limits described. The licensee paid £1,500 down, and agreed to pay the balance of the consideration (£6,000) in monthly instalments, of £1,000 each. Held, that for the purpose of the Stamp Act, the license was not a "conveyance on sale," and that the monthly payments of £1,000 were "periodical payments."—*Linmer Asphalt Paving Company v. Commissioner of Internal Revenue*, L. R. 7 Ex. 211.

3. One section of the Contagious Diseases Act says: any person "shall be deemed guilty . . . unless he show to the satisfaction of the justices before whom he is tried," &c.; another fixed the penalty for any person "guilty of any offence against this act;" another provides for appeal in case he feels "aggrieved by . . . adjudication of the justices with respect to any penalty under this act," &c.; but no jurisdiction is expressly conferred upon the justices. Held, that two justices could summarily convict under the act.—*Cullen v. Trimble et als.* L. R. 7 Q. B. 416.

See MUNICIPAL ELECTION.

CONSUMABLE GOODS.—See CONSTRUCTION, 4.

CONTINUING GUARANTEE.—See GUARANTEE.

## CONTRACT.

1. Defendants by a charter-party agreed to proceed with reasonable dispatch to a spout, load with coal, and go thence as soon as wind and weather should permit to H. There was

the usual exception as to delay from restraint of princes. Before any breach, and before any thing was done under the charter-party, H. was blockaded, and defendants refused to proceed to the spout. Held, in a suit for damages, that defendants were not liable, it having turned out that the blockade was still subsisting at the time defendants would have reached H. had they proceeded with reasonable speed.—*Geilpe v. Smith et al.*, L. R. 7 Q. B. 404.

2. Plaintiff entered the employ of defendants under a written agreement, dated April 13, 1871, stipulating that he should receive "a salary of £2 per week, and house to live in from the 19th of April, 1871." Held, a hiring from week to week, and that evidence of a verbal understanding, that the engagement was for a year, was inadmissible.—*Evans v. Roe et al.*, L. R. 7 C. P. 138.

3. The substance of a guarantee to plaintiff signed by defendants was as follows: "In consideration of your withdrawing the petition you have presented . . . we agree to pay you all costs you have incurred. . . . We further agree to guarantee to you the payment within 18 months . . . of . . . your debt of £722." Plaintiff asked for leave to withdraw the petition in question, which the court did not expressly grant, but ordered plaintiff to pay the costs of the petition. Within 18 months plaintiff presented another similar petition. Held, that the consideration was good, that it applied to both parts of the guarantee, and that there had been performance of the condition by plaintiff.—*Harris v. Venables*, L. R. 7 Ex. 255.

4. Defendant wrote to plaintiff as follows: "Ship me 500 tons sugar, say 26s. 9d. for Nos. 10 and 12, to cover cost, freight, and insurance; 50 tons more or less of no moment, if it enables you to get a suitable vessel; provide insurance; draw on me for costs, as is customary. I should prefer option of sending vessel to London, Liverpool, or Clyde; but if not compassable you may ship to either London or Liverpool." In a telegram sent afterwards, "the ship" was ordered to call at a good port for orders. Plaintiff, in his reply, spoke of the order as for "a cargo about 500 tons," and of "your remarks regarding the destination of the vessel." Plaintiff procured 393 tons, and shipped it, intending to procure and ship the balance as soon as he was able to do so. Held (BYLES, J., dissenting), that defendant was bound to accept the cargo. Whether the relation of plaintiff and defendant was that of principal and agent, or of vendor and pur-