murrer to plea. *Held*, that said deposit in the hands of H. was liquidated damages, and that L. could recover no further sum; but that the right of L. to sue W. being independent of any right to sue H. the plea was bad. Judgment for plaintiff on demurrer to plea, and for defendant on demurrer to declaration.—*Lea* v. *Whitaker*, L. R. 8 C. P. 70.

4. The defendants agreed by charter-party that their vessel should be at the Tyne and load 1300 tons of coal at a certain time, and broke their contract; and consequently the plaintiff was delayed and had to pay increased freight and a higher price for the coal. *Held*, that, in the absence of evidence that the plaintiff could get back the extra price for the coal on resale, the defendant was liable for such extra price as well as the increase of freight.—*Featherston* v. *Wilkinson*, L. R. 8 Ex. 122.

5. The defendant agreed to sell 3000 tons of coal to the plaintiffs, to be delivered during the months of May, June, July, and August. On May 31, the defendant wrote to the plaintiffs that he considered the contract cancelled, as coal had not been taken according to agreement, and on June 11 refused to deliver any coal. On July 3 the plaintiff brought this action. The price of coal had been and was still rising at the time of action begun. There was no evidence of the difference between the contract price and the price for which the plaintiffs could have obtained a similar contract at the day of the breach. *Held*, that the measure of damages, in the default of such evidence, was the sum of the differences between the contract and the market prices on the last day of each month respectively, although the action was brought before the periods of delivery had elapsed.—*Roper* v. *Johnson*, L. R. 8 C. P. 167.

See Negligence, 3; Penalty; Principal and Agent.

Death.—*See* Negligence.

Dedication.—*See* Way.

Deed.—*See* Mortgage.

Demurrage.—*See* Charter-parter, 1.

Descriptions.

A clerk in the accountants' department of a railway company described himself in a bill of sale as an "accountant." *Held*, an insufficient description.—*Larchin* v. *The North-western Deposit Bank*, L. R. 8 Ex. 80.

Deterioration.—*See* Vendor and Purchaser.

Depositor —*See* Affidavit.

Devise.

1. A testator gave all his real and personal property to his executors, to be disposed of according to the direction in his will. He directed his executors to pay all his just debts, and then gave his personal estate to his brother, and made specific devises of part of his real estate. The personal estate was insufficient for payment of debts. *Held*, that said specifically devised real estate and the undevised real estate descending to the heir must contribute rateably.—*Stead* v. *Hardaker*, L. R. 15 Eq. 175.

2. The lessee of a piece of land assigned the term to the lessor by way of security for advances, and built four houses on the land. The lessor entered into possession as mortgagee, and died, having devised "my freehold houses" on said land. *Held*, that the mortgage debt did not pass by the devise.—*Bowen* v. *Barlow*, L. R. 8 Ch. 171.

See Payment.

Director.

The director of a company allowed shares to be allotted to his infant children. All the other shares in the company were allotted. The company was wound up, and calls were made upon the shareholders. *Held*, that it was a breach of duty in the director to allot shares to infants; that it was a fair inference that such shares would have been taken by some one other than the infants, as the remaining shares were taken; and that the director was liable, under Companies Act, 1862, § 165, for calls on the infants' shares.—*In re Crenver and Wheal Abraham United Mining Co. Ex parte Wilson*, L. R. 8 Ch. 45.

Distance.—*See* Covenant, 2.

Distress.

Articles of household furniture were deposited at a depository for furniture, to be warehoused at 30*s.* a year. *Held*, that said articles were privileged from distress, having been received in the course of trade, to be dealt with in accordance with such trade.—*Miles* v. *Furber*, L. R. 8 Q. B. 77.

Drunkenness.—*See* Contract, 3.

Easement.

The plaintiff had the right of having rain-water drop from the eaves of his building upon land of the defendant. *Held*, that the easement was not destroyed by raising the height of the eaves from the ground.—*Harvey* v. *Walters*, L. R. 8 C. P. 162.

Ejectment.

Ejectment was brought by T. for a certain estate, the parties defending being the trustees of an infant. T. was non-suited, and became liable for costs. A second action of ejectment was brought by T., in which the defendants were other trustees of other estate belonging to said infant. The question on which each action turned was the identity of T. *Held*, that, as the