

Contract.—Prior to November, 1871, B. & Co., colliery owners, had been in the habit of supplying coal to the M. Co., at varying prices, without any formal contract. In that month, pursuant to a suggestion of B. & Co. for a contract, a draft agreement was drawn up, providing for the delivery of coal on terms stated, from Jan. 1, 1872, for two years, subject to termination on two months' notice. The M. Co. prepared this draft agreement, and sent it to B., the senior of the three partners of B. & Co., who left the date blank as he found it, inserted the names of himself and his partners in the blank left for that purpose, filled in the blank in the arbitration clause with a name, made two or three not very important alterations, wrote "approved" at the end, appended his individual signature, and returned the document to the M. Co. The latter laid it away, and nothing further was done with it. Coal was furnished according to the terms of this document, and correspondence was had, in which reference was often made to the "contract," and complaints made of violation of it and excuses given therefor. In December, 1873, B. & Co. refused to deliver more coal. In an action for damages, they denied the existence of any contract. *Held*, that these facts furnished evidence of the existence of a contract, and that B. & Co. were liable for a breach thereof.—*Brogden v. Met. Railway Co.*, 2 App. Cas. 666.

Contributory.—See *Company*, 4, 7.

Conveyance.—See *Fraud*.

Criminal Process.—See *Injunction*, 1.

Damages.—See *Ancient Lights*; *Mine*, 1; *Specific Performance*, 1.

Debt.—See *Will*.

Devise.—A testatrix gave property to her daughter and her husband for their lives, and after the death of the survivor to the children of her said daughter who should be living at the testatrix's decease; but provided that, in case any of the children should die "without leaving lawful issue," the portion of those so dying should go to the surviving grandchildren of the testatrix that should "leave such lawful issue." *Held*, that the words "without leaving lawful issue" applied to the period of distribution; that is, the decease of the surviving tenant for life.—*Besant v. Cox*, 6 Ch. D. 604.

Director.—See *Company* 1.

Embezzlement.—See *Jurisdiction*.

Evidence.—See *Contract*; *Presumption*.

Executor and Administrator.—An executor or administrator stands in the relation of gratuitous bailee, and is not to be charged, either at law or in equity, for loss of goods, except through his wilful default.—*Job v. Job*, 6 Ch. D. 562.

Fiduciary Relation.—See *Company*, 6.

Foreign Ship.—See *Jurisdiction*, 1, 2.

Forfeiture.—Claim of forfeiture of the British ship A. for violation of the Merchant Shipping Act, 1854, § 103, sub § 2, in that the owner, on July 18, 1874, falsely represented that said ship had been sold to foreigners, in consequence of which representation she was stricken from the registry. A foreigner entered an appearance, and set up that, on July 6, he became the *bona fide* owner of said ship, without having any knowledge of the transactions alleged in the complaint. *Held*, that the forfeiture was immediate upon the false statement of July 18th, 1874, and a demurrer to the foreigner's statement of defence was sustained.—*The Annandale*, 2 P. D. 218; s. c. 2 P. D. 179.

Fraud.—S., the defendant, sold the plaintiffs a lot of land as freehold. It turned out, after the purchase-money had been paid, that almost the entire lot was copy-hold and not freehold. S. alleged that his statement that the land was freehold was *bona fide*. *Held*, that the sale must be set aside, and the purchase-money refunded with interest, and the plaintiff paid the expenses he had incurred in consequence of the misrepresentation. The defendant had committed a "legal fraud."—*Hart v. Swaine*, 7 Ch. D. 42.

Frauds, Statute of.—1. Defendants wrote and signed an offer for the lease of a theatre, which offer was attested by the owner's agent. The owner's name did not appear in the writing, which was addressed to "Sir," without more. The offer was accepted by the agent, by a letter signed by himself, but in which the names of the defendants did not appear. *Held*, that there was not a valid agreement within the Statute of Frauds, and the proposed lessees were not bound to specific performance.—*Williams v. Jordan*, 6 Ch. D. 517.

2. A party entitled to declare a trust on certain land wrote to the mother of her infant grandchild a letter, signed with the writer's initials, and inclosed in the envelope another