Curtilage.

A public-houses was bounded north by a street, and east by a vacant piece of ground not fenced off from the street, and only separated from the house by an unfenced foot pavement used by the public as a thoroughfare, but sometimes closed. Said ground had been treated as passing to the lessee of the public-house since 1802. It was used by customers, and gave the only means of approach for vehicles to the front door of the house. *Held*, that said ground was part of the curtilage to the house, and so part of the "house," within Lands Clauses Act, § 92.—*Marson* v. *London C. & D. Railway Co.*, Law Rep. 6 Eq. 101.

Custody of Children.

The court gave the custody of two infant children—the one being three or four years, the other eighteen months old—to the mother, pending a suit for dissolution of marriage by the father, on the ground that her health was suffering from being deprived of their society, and that they were living with a stranger, not the father.—*Barnes* v. *Barnes and Beaumont*, Law Rep. 1 P. & D. 463.

Custom—*See* Principal and Agent.

Damages.

1. The defendants, mortgagees of the lease of a house, sold it to plaintiff, possession to be given on completion of the purchase. The plaintiff resold, at an advance of £105, to G., who wanted the house for occupation. The title proved satisfactory; but the mortgagor was in possession, and refused to give it up. The defendants could have ousted him by ejectment, but refused to complete the sale, on the ground of expense. *Held*, that the plaintiff could recover damages for the loss of his bargain to the amount of the profit on the re-sale. *Flureau* v. *Thornhill*, 2 W. Bl. 1078, distinguished.—*Engel* v. *Fitch*, Law Rep. 3 Q. B. 314.

2. The defendant contracted in writing to sell to the plaintiff 500 tons of iron, to be delivered by the 25th of July. Owing to an accident in his furnaces, in that month, the defendant delivered none of the iron by the 25th; but proposed that the plaintiff should take iron of a different quality, at the same time denying his liability, on the ground of the accident. This proposal was declined, after consideration. Dec. 29, the brokers who had acted for both parties, and were still acting for the plaintiff, wrote that the parties who had contracts for the iron were pressing them, and threatened to purchase against the defendant; adding, "when our Mr. T. waited upon you, he was informed it might take three months to put the furnaces into repair, and we informed all our friends to this effect, who have waited considerably over that time. . . . When do you think we may promise deliveries?" The defendant answered, not denying these statements, and only stating that he could not say what would be done with the furnaces. The plaintiff bought in the market, in Feb., and, the price of iron having risen, sought to recover from the defendant the difference between the contract price and the market price in February. The jury returned a verdict for that amount. *Held*, that there was evidence from which the jury might infer that the plaintiff's delay was at the defendant's request; that as the evidence went to show, not a new contract, but simply a forbearance by the plaintiff, at the request of the defendant, the Statute of Frauds did not apply; and that the verdict ought to stand (Exch. Ch.).—*Ogle* v. *Earl Vane*, Law Rep. 3 Q. B. 272; s.c. Law Rep. 2 Q. B. 275 (*ante* 2 Am. Law Rev. 113).

Debenture.

1. Debentures issued by a company, under a general power of borrowing, in part discharge of existing debts, are valid.—*In re Inns of Court Hotel Co.*, Law Rep. 6 Eq. 82.

2. The N. I. Co. gave debentures, in which, after reciting a debt due from said company to C., they covenanted to pay to "C., or to his executors, administrators, or transferees, or to the holder for the time being of this debenture bond," a certain sum; provided, that payment to the holder of the bond should discharge the company from any claim in respect thereof. *Held*, that holders of these bonds could prove in their own names, but (contrary to the decision of the Master of the Rolls) subject to all the equities between the company and C.—*In re Natal Investment Company* (*Claim of the Financial Corporation*), Law Rep. 3 Ch. 355. See *Aberaman Iroworks* v. *Wickens*, Law Rep. 5 Eq. 485, 517.

Dedication.—*See* Company, 4.

Deed.—*See* Estoppel; Way.

Delivery.—*See* Railway, 5; Sale, 2; Stoppage in Transitu.

Demite.—*See* License.

Devise.—*See* Contingent Remainder; Exoneration Illegitimate Children; Marshalling of Assets; Vested Interest; Will.

Dissolution.—*See* Partnership.

Distress—*See* Rent Charge.

Dividend.—*See* Winding Up.