Usury.—*See* Equity, 2.

Vendor and Purchaser.—*See* Reservation; Sale; Specific Performance, 2.

Vested Interest.—*See* Bequest, 5, 8, 12.

War.

A German ship, having a cargo of nitrate of soda, useful in the manufacture of gunpowder, arrived off Dunkirk, where the cargo was to be delivered, on July 16, 1870, and took a pilot on board, who told the master that war had been declared two days before between France and Germany. The tide was such that the vessel could not have entered Dunkirk before the afternoon of the 17th. The master had his vessel taken to the Downs, that he might there ascertain whether war had broken out or not, and there anchored on Sunday, July 17. That day he could obtain no information, but on Monday, the 18th, he telegraphed the owner, who forbade his proceeding to Dunkirk. On the 19th war was declared, and on the same day the vessel went to Dover as the nearest and safest port. There the charterers demanded the cargo, but did not offer *pro rata* freight, and the master refused to deliver. *Held*, first, that war may exist *de facto* so as to affect the subjects of a belligerent state either without a declaration on either side, or before a declaration, or with a unilateral declaration only, and that in the above case war had either broken out on the 17th of July, or was so imminent as to render Dunkirk an *unsafe* port, and the vessel was therefore not bound to enter; also, that she was justified in pausing to make inquires as to whether war had broken out. Second, that the master was not bound to deliver the cargo without any payment of freight either *pro rata itineris*, or by way of carriage to Dover.—*The Teutonia*, L. R. 3 Ad. & Ec. 394.

See Charter-party, 2, 3.

Warranty.

H. bought a horse warranted in a certain respect, to be returned before a certain day if not answering to its description. H. was told by a groom that the horse did not answer to the warranty, but took it home, where it met with an accident, whereupon H. returned it before the said day. *Held*, that neither the taking away the horse, nor its subsequent injury, deprived H. of his right to return it.—*Head* v. *Tattersall*, L. R. 7 Ex. 7.

Waste.—*See* Tenant for Life.

Way.

1. A lessor demised a certain dock, as follows: bound on the west "by a roadway or passage running between" said dock and certain warehouses, "together with the free liberty and right of way and passage, and of ingress, egress, and regress to and for the lessees, their workmen, and servants, and all and every other persons and person by their permission, in, by, through, and over said roadway or passage jointly with the lessor." A portion of said passage-way next to the warehouses was partially fenced in. *Held*, that the right of way extended over the whole passage-way, but not foot-passengers only.—*Cousens* v. *Rose*, L. R. 12 Eq. 366.

2. The owner of land who had dedicated a footway over the same to the public, conveyed material to and from his premises across said footway in waggons. It was found "that the freehold property in question could not be reasonably enjoyed without access to the existing footway, and that the rights of ownership and those of the public might be jointly exercised consistently with the general welfare." *Held*, that as one who dedicates to public use as a highway a portion of his land parts with no other right than a right of passage to the public, said owner might convey material as above.—*St. Mary, Newington* v. *Jacobs*, 7 Q. B. 47.

Will.

1. Lopez, the dictator of Paraguay, made Mrs. Lynch his universal legatee, and she claimed probate of his will in England. By decree of the Paraguayan government about two months after the death of Lopez, all the latter's property, wherever situated, was declared to be the property of Paraguay. *Held*, that the right to claim probate and succession to personal property depended on the law of Paraguay at the time of Lopez's death.—*Lynch* v. *Provisional Government of Paraguay*, L. R. 2 P. & D. 268.

2. After a testator had signed his will he inserted a clause above his signature, after which the attested witnesses signed their names. *Held*, that as the testator had neither signed nor acknowledged his will after inserting the clause, probate must issue without including the same. 15 Vict. c. 24.—*In the Goods of Arthur*, L. R. 2 P. & D. 273.

3. A testator executed his will in the presence of A. and B., and A. attested the same as witness, and B. signed opposite the word "executors." There was doubt whether the testator, who was an ignorant person, asked B. to sign as witness or executor. The court *held* that B., *primâ facie*, signed as witness as well as executor.—*Griffiths* v. *Griffiths*, L. R. 2 P. & D. 300.