

DIGEST OF THE ENGLISH LAW REPORTS.

annum; and the said C. R. agrees to lend the said society the above sum for the term of nine or six months. *Held*, that the option of nine or six months was with the borrowers. — *Reed v. Kilburn Co-operative Society*, L. R. 10 Q. B. 264.

See CARRIER, 2; DAMAGES; ESTOPPEL; FRAUDS, STATUTE OF, 2; INJUNCTION, 1; INSURANCE; PARTNERSHIP, 1; PATENT, 1; SALE; SPECIFIC PERFORMANCE.

COPYRIGHT.

The plaintiff employed a person to collect and compile monumental designs taken from different tombstones in cemeteries, by means of photographs and drawings. A book containing these designs and scarcely any letterpress was duly registered. *Held*, that the plaintiff had a copyright in the book. — *Grace v. Newman*, L. R. 19 Eq. 623.

CORPORATION. — See CONTRACT, 4.

COUNSEL FEES. — See FEES.

COVENANT. — See CONTRACT, 5; LEASE, 4.

DAMAGES.

1. The plaintiffs lost the carriage of certain emigrants to America in a vessel called the "Peter Jensen," because of the defendants' breach of contract; and the emigrants were carried to America in a vessel belonging to another line, in which certain of the plaintiffs were interested. *Held*, that the damages were not to be reduced by the profits made by such of the plaintiffs as were interested in the second line. — *Jensen v. East and West India Dock Co.*, L. R. 10 C. P. 300.

2. The defendants contracted to deliver 2000 gray shirtings on October 20. On October 15, the defendants informed the plaintiff that they could not execute the order by the time specified. The plaintiff being unable to find goods of the required quality, or to have them manufactured by October 20, bought shirtings near the quality contracted for, although somewhat superior, for which he paid an advanced price, and he delivered them to his vendee without obtaining any advance in price for them, or any advantage from their superior quality. *Held*, that the plaintiff was entitled to recover the difference between the contract price with his vendee and the price he had to give for the shirtings he purchased. — *Hinde v. Liddell*, L. R. 10 Q. B. 265.

DEATH.

A quarterly payment of about £5 was paid, near the end of March, 1866, to a woman fifty-two years of age, who was entitled to a life-interest in a fund. She left her home March 25, 1866, stating that she was going on a pedestrian tour in Lincolnshire; and she was never heard of again. A petition was presented in March, 1875, for the purpose of having the fund paid over to the persons entitled on the death of said woman. *Held*, that she must be presumed to have died soon after June, 1866. — *Hickman v. Upsall*, L. R. 20 Eq. 136.

DEDICATION.

In January, 1850, the owner of a lot of land demised two seams of coal under it to K., the owner of an adjoining lot, for six years, by deed, containing a covenant that a street should, within five years from the date of the deed, be formed and opened over and along both the said lots, and that a sewer should be made under such road, and that each of them, the lessor and lessee, should, at his own cost, form, construct, and repair so much of the said road and sewer as should extend along the respective lands belonging to him; and that the said road should be used as a public road for all purposes for ever thereafter, and should be maintained by each of said parties so far as the same might extend over the land belonging to him until the same should be taken by the surveyor of highways. No such road or sewer were ever begun. In 1851, openings were made in the walls surrounding the leased lot, through which carts and foot passengers passed. In 1869, posts and chains were placed across the openings, but were removed after a few months. In 1871, K.'s land was conveyed to the plaintiff, who in 1872 received notice from a board of health to sewer and pave said road. *Held*, that there had been no dedication of the way to the public. — *Healey v. Corporation of Batley*, L. R. 19 Eq. 375.

DEED. — See EASEMENT.

DEMURRAGE.

Under a charter-party a ship was to proceed to W., and there load a cargo in the customary manner, and proceed to R., and there deliver the cargo, to be discharged in ten working days, weather permitting. Demurrage at £2 per 100 tons per day. The ship to have an absolute lien on cargo for freight and demurrage, the charterer's liability to any clauses in this charter ceasing when he has delivered the cargo alongside ship. The ship proceeded to W., and the plaintiff subsequently claimed damages for her delay in loading there. *Held*, that "demurrage" in the charter-party did not extend to improper detention at the port of loading. — *Lockhart v. Falk*, L. R. 10 Ex. 132.

DEMURRER. — See EQUITY.

DEPOSIT. — See VENDOR AND PURCHASER, 1.

DEVISE.

A testator who owned real estate, and held leasehold collieries, devised his real estate, and also all his leasehold estates, to trustees upon trust, as to one moiety in trust for a married daughter for life, and after her death, in trust for her husband for life, and after the death of the survivor, in trust for the daughter's son absolutely. And as to the other moiety in trust for the separate use of his unmarried daughter for life, without restraint upon anticipation. The testator empowered the married daughter and her husband, or the survivor of them, and also the unmarried daughter, to appoint such sums as they should think proper to be raised and paid out of his