

DIGEST OF ENGLISH LAW REPORTS.

tiff's loss of profits in the business which he leased the premises to carry on, during the time he was kept out.—*Jaques v. Millar*, 6 Ch. D. 153.

2. Dec. 23, 1861, M. took a lease from A. of certain premises for ten years, with the option in M. at any time during the term to purchase the premises for £3,500, upon payment of which to A. the lease should determine, and M. should be entitled to an assignment thereof. Jan. 23, 1863, A. mortgaged the premises to G. In July, 1867, after some negotiations looking to a purchase by M., the latter, by his solicitor, gave notice to A and G. that he intended to purchase. A draft of a conveyance of the premises to M. was prepared, but was not completed, owing to a failure between A. and G. to agree as to whom the purchase money should be paid. This was the subject of a correspondence between July, 1867, and March, 1868. In July, 1868, G. gave M. notice to pay the rent to him; and M. made him some payments at odd times, the receipts whereof, both before and after the date for the termination of the lease, were generally expressed to be for rent. In November, 1872, A. went into bankruptcy; and, May 1, 1873, the trustee in bankruptcy informed M. that he proposed to sell the premises, and gave M. the first chance. M. said nothing about having already agreed to purchase until after a second interview, when he set up the claim, and in July, 1873, filed his bill for specific performance. Therein he set up the additional fact, that he had, with the knowledge of both A. and G., expended about £300 in improvements on the premises since 1867. *Held*, that the optional clause in the lease, followed by the notice given in 1867, formed a good contract; but that M., through his delay in acting from March, 1868, to May, 1873, had lost his right to specific performance, and the fact that he was in possession did not alter the case, as he was in during that time, not under the contract as purchaser, but as tenant under the lease.—*Mills v. Haywood*, 6 Ch. D. 196.

See FRAUDS, STATUTE OF, 1; LEASE.

STATUTE.—See BANKRUPTCY, 1; INJUNCTION, 1; INNKEEPER.

STATUTE OF FRAUDS.—See FRAUDS, STATUTE OF.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF.

STOPPAGE IN TRANSITU.

W. a trader in Falmouth, purchased goods of B., a merchant in London. On Oct. 27, 1876, B. sent an invoice to W. The goods were put on board the same day. The steamer sailed October 29, and arrived at Falmouth October 31, when the goods were put into the warehouse of C., wharfinger and agent of the steamer company. In the evening of October 30., or the morning of October 31, the bill of lading arrived. October 30, W. absconded, and November 4, he was adjudged bankrupt. The same day,

B. telegraphed to C. not to deliver the goods. It appeared that C. was in the habit of receiving goods and holding them at the risk of the consignee, and that he had the exclusive right as against the steamer company of delivering the goods. One condition of delivery was, that the freight should be paid. C. testified that he considered himself in all cases the agent of the consignee from the time of the arrival of the goods on the wharf. *Held*, that the goods were still in transit when B's message arrived. C. was not agent of the consignee.—*Ex parte Barrow. In re Worsdell*, 6 Ch. D. 783.

TELEGRAPH.

Held, affirming the decision of the Common Pleas Division, that an action cannot be maintained against a telegraph company by the receivers of a telegram, for negligence in the delivery thereof, in consequence of which negligence the receivers suffer damage.—*Dickson v. Reuters Telegraph Co.*, 3 C. P. D. 1; s. c. 2 C. P. D. 62.

TENANT FOR LIFE.

1. I. N., under a trust, tenant for life, impeachable for waste, cut trees "in due course of management" only, paid the proceeds into court, and received the income therefrom for her life. *Held*, that the next tenant for life, who was not impeachable for waste, was entitled to have the sum in court paid out to him.—*Lowndes v. Norton*, 6 Ch. D. 139.

2. A testator gave his property, consisting *inter alia*, of leasehold estates, a part being leased for lives and a part for years, to trustees, in trust for his son W. for life, remainder in tail male. The son was one of the trustees. The will provided for the renewal of leases for lives only. W., the tenant for life, purchased the reversion of a lease for lives (of which W.'s was one), and it was conveyed to the trustees to the uses of the will. He also purchased the reversion of a similar estate, which was conveyed to himself upon the trusts of the will; the reversion of certain leases for years, which were conveyed to himself upon the trusts of the will; and a similar estate, which was conveyed to him absolutely, with no mention of the trusts of the will. All these leases were parts of the estates settled by the will. The purchase money for all these estates was paid by W. personally, and there was evidence that he expressed an intention to charge the same on the estates in his favour. The purchases were all of advantage to the residuary estates. The question was, whether the personal representative of W. was entitled to be repaid the sums paid by W. for these reversions. *Held*, that he was entitled to repayment; that the reversion of the leasehold conveyed to W. absolutely belonged to the personal representative of the tenant in tail; and that this personal representative was entitled to an interest in the lease for years, the reversion of which