

## DIGEST OF ENGLISH LAW REPORTS.

bank to pay the check. By custom of London bankers, a foreign check is sent direct to the banker upon whom it is drawn if the London banker has no agent at the place where the check is payable. Checks drawn on bankers at Jersey are considered foreign checks. *Held*, that there had been no such laches on the part of B. as to make the check his own.—*Heywood v. Pickering*, L. R. 9 Q. B. 428.

COMMON CARRIER.—*See* CARRIER.

COMPANY.—*See* MUTUAL INSURANCE COMPANY ; PRIORITY.

CONDITION.—*See* VENDOR AND PURCHASER, 2.

CONDITIONAL GIFT.—*See* LEGACY, 1.

CONDITIONAL LIMITATION.

A testator devised an estate, in trust for his niece for life, remainder to the use of her first and other sons successively in tail male, with a proviso that so soon as any person should become entitled in possession after the death of said niece, such person should forthwith take the testator's name and arms; and in case of neglect so to do for twelve months, then such person's estate should cease, and the testator's estate should go to the person next entitled in remainder under the will. A tenant in tail remained in possession over twenty years without taking the testator's name and arms, and on his death the next remainderman failed to comply with said requirements through ignorance of his rights under the will. *Held*, that the remainderman's estate was forfeited; also that the tenant in tail had not acquired title by adverse possession under 3 & 4 Will. c. 27, § 4.—*Astley v. Eurl of Essex*, L. R. 18 Eq. 290.

CONTRACT.

The defendant agreed to sell the plaintiff, at a certain price per ton, two hundred tons of potatoes grown on the defendant's land. The defendant planted land amply sufficient to grow more than the two hundred tons in an average year, but the blight appeared and the defendant could deliver but eighty tons. The plaintiff brought an action for non-delivery of one hundred and twenty tons of the potatoes. *Held*, that as the contract was to deliver a specific crop of potatoes from a specific piece of land, there was an implied condition that if delivery became impossible owing to the potatoes perishing without the defendant's fault, the defendant should be excused. Judgment for defendant.—*Howell v. Coupland*, L. R. 9 Q. B. 464.

CONVERSION OF REALTY INTO PERSONALTY.

Trustees held certain real estate in trust for two persons, one an infant, as tenants in common in tail, with cross remainders between them. A suit was instituted by the trustees against the *cestuis que trust* for administration of the trusts, and a decree made with consent of the adult defendant that the estate should be sold. Sale was accordingly made, the purchase-money paid into court, and half of the money subsequently

paid to the adult. The infant died without issue. The adult then barred his estate tail, and claimed to be entitled absolutely to both moieties of the fund. *Held*, that the moiety of the fund in court went to the legal representative of the infant.—*Steed v. Preece*, L. R. 18 Eq. 192.

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H. wrote and published a novel, which he afterward dramatized. H. assigned the drama to the plaintiff, but it was never published or represented on the stage. G. also dramatized the novel in ignorance of H.'s dramatization, and assigned his drama to the defendant, who represented it on the stage. *Held*, that the defendant was not liable for representing G.'s drama. Two parties may dramatize the same novel.—*Toole v. Young*, L. R. 9 Q. B. 523.

COVENANT.—*See* EASEMENT ; LANDLORD AND TENANT.

CREDITOR.—*See* ELEGIT.

CRIMINAL LAW.—*See* MALICIOUS INJURY.

DAMAGES.

The plaintiffs contracted to furnish a Russian railway company 1000 waggons by a certain day, with a penalty of two roubles per waggon for each day's delay in delivering them. The defendants contracted to furnish the plaintiffs wheels according to tracings, and were informed that the wheels were wanted to complete waggons which the plaintiffs were bound to deliver a Russian company under penalties, but neither the amount of the penalties nor the day of delivery were mentioned. The wheels were not delivered, and the penalties were incurred, but the company remitted one-half the penalties, and the plaintiffs forfeited £100. The jury found the damages at £100. *Held*, that the jury might reasonably assess the damages at the above sum. It seems that the penalties incurred by the plaintiffs could not be recovered as such from the defendants.—*Elbinger Actien-Gesellschaft v. Armstrong*, L. R. 9 Q. B. 473.

DEFAMATION.

An untrue statement disparaging a man's goods, published without lawful occasion and causing him special damage, is actionable.—*Western Counties Manure Co. v. Lawes Chemical Co.*, L. R. 9 Ex. 218.

DEVASTAVIT.—*See* LEGACY, 3.

DEVISE.—*See* ADVERSE POSSESSION ; INTEREST ; LEGACY ; WILL, 6.

DISSEISIN.—*See* ADVERSE POSSESSION ; CONDITIONAL LIMITATION.

DISTRESS.

Two tenants in common mortgaged an estate which they held as tenants in common, to secure a debt which they jointly and severally covenanted to pay, and they separately attorned to the mortgagee a portion of the estate jointly occupied by them as partners. *Held*, that the mortgagee could not distrain upon the