

cancelling the policy, which P. was not shewn to have had.—*Hendrickson v. The Queen Insurance Co.*, 30 U. C. Q. B. 108.

BANK CHEQUES.—*Held*, that the holder of a bank cheque cannot sue the bank for refusing payment, in the absence of proof that it was accepted by the bank, or charged against the drawer.—*The National Bank of the Republic Plaintiff in Error v. Rees J. Millard*, S. C. U. S.—*Chicago Legal News*.

BILLS AND NOTES.—Action on a bill of exchange accepted by J. and indorsed by the defendant. Plea, that the defendant did not indorse. The plaintiff and defendant were partners in a speculation; the defendant sold goods to J., who gave him the bill in payment; he indorsed it, handed it to the plaintiff, and asked him to try to obtain payment from J. *Held*, that to charge the indorser there must be an intent to stand in that relation, and that the above facts supported the plea denying the indorsement.—*Denton v. Peters*, L. R. 5 Q. B. 475.

CONTRACT.—The defendants issued the following circular: "We are instructed to offer to the wholesale trade for sale by tender the stock in trade of E., and which will be sold at a discount in one lot. Payment to be made in cash. The tenders will be received and opened at our office," &c. The plaintiffs made the highest tender, but the defendants refused to accept it. *Held*, that there was no contract to sell to the person who should make the highest tender.—*Spencer v. Harding*, L. R. 5 C. P. 561.

The defendant, a merchant at Liverpool, sent to the plaintiffs, commission merchants at Mauritius, an order for sugar at a limited price, viz., "You may ship me 500 tons; . . . fifty tons more or less, of no moment, if it enables you to get a suitable vessel. . . . I should prefer the option of sending vessel to London, Liverpool or the Clyde; but if that is not compassable, you may ship to either Liverpool or London." He also sent a telegram, received at the same time with the letter, "If possible, the ship to call for orders for a good port in the United Kingdom." The plaintiffs could obtain only 400 tons of sugar at the price fixed by the defendant, and they shipped this to London, where the defendant refused to receive it. Before the plaintiffs made any further purchase of sugar, they received a letter from the defendant countermanding his order. At Mauritius it is generally impossible to purchase so large a quantity of sugar from one seller, and it is generally necessary to purchase it at different times and in different parcels.

Held, that the defendant meant to buy an entire quantity of 500 tons (fifty tons more or less), to be sent in one vessel; and that a smaller quantity being sent, he had a right to refuse to accept it. (Montague Smith, J., and Cleasby, B., dissenting). (Exch. Ch.)—*Ireland v. Livingston*, L. R. 5 Q. B. 516; s. c. L. R. 2 Q. B. 99; 1 Am. Law Rev. 694.

EASEMENT.—The plaintiff was in possession of certain land, upon which he built copper works, under an agreement with the defendant for a lease. There was an understanding between them that, so long as the plaintiff was a good customer of the defendant's canal, he might use the surplus water for the copper works. *Held*, that such an understanding was not the foundation of an equitable right to the use of the water.—*Bankart v. Tennant*, L. R. 10 Eq. 141.

FOREIGN ENLISTMENT.—The 59 Geo. III. cap. 69, sec. 7, enacts that if any person in His Majesty's dominions shall, without leave of His Majesty first obtained, "equip, furnish, fit out or arm" any vessel to be employed "in the service of any foreign prince, state or potentate, or of any foreign colony, province, or part of any province or people, or of any person or persons exercising or assuming to exercise any powers of government in or over any foreign state, colony, province, or part of any province or people," as transport or store-ship, or to commit hostilities against any prince, state or potentate with whom His Majesty shall not be at war, the vessel shall be forfeited. An insurrection existed in Cuba; at Nassau the Salvador was supplied with provisions and water; various munitions of war were shipped, and with eighty passengers on board she sailed to Cuba; the passengers were landed, and erected a battery; while there, seeing a Spanish man-of-war passing, they abandoned the vessel, but as the man-of-war passed without seeing them, they took charge of her again. The vessel was seized on her return to Nassau. *Held*, that there was a fitting out or arming, within the meaning of the act; and that the vessel was employed in the service of insurgents, who formed part of the province or people of Cuba.—*The Salvador*, L. R. 3 P. C. 218.

FRAUDULENT CONVEYANCE.—1. A. made a voluntary settlement of certain property, after which he had not the means to pay his debts. *Held*, that the settlement could be set aside at the suit of a subsequent creditor; because, although there was no actual intent to defraud or delay creditors, that was its necessary effect.—*Freeman v. Pope*, L. R. 5 Ch. 538; s. c. L. R. 9 Eq. 206; 4 Am. Law Rev. 707.