and said, "You have not sent any pigs lately;" to which the manager replied, "I will send you a boat this week." The plaintiffs forwarded 25 tons addressed to the defendant, and the latter declined to receive the iron. To an action for non-acceptance of the iron pursuant to contract, the defendant pleaded that the plaintiffs were not ready and willing to deliver the iron according to contract. *Held*, that the defendant was not liable. It is laid down, that, where a vendor is shown to have withheld his order to deliver until after the agreed time in consequence of a verbal request of the *vendee* before the expiration of the agreed time, and where after such time the vendor proposes to deliver, and the vendee refuses to accept, the vendor can recover damages; but that, if the alteration of the period of delivery was made verbally at the request of the *vendor* before the period for delivery, the vendor could not show that he was willing and ready to deliver according to the original contract, and therefore could not recover.—*Plevins* v. *Downing*, 1 C. P. D. 220.

2. The plaintiff engaged to sing in an important part in a play which the defendants were about to bring out in their theatre. The first performance was to be Nov. 28; and on Nov. 23 the plaintiff was taken ill, so that it became evident that she could not perform the part on Nov. 28. Accordingly on Nov. 25 the defendants made a provisional arrangement with another person for a month, in case the plaintiff should be unable to sing on Nov. 28. The plaintiff was unable to sing until Dec. 4, on which day she offered to fill the part, but was refused. The Court *held*, that if no substitute capable of performing said part could be obtained except upon the terms that she should be permanently engaged at higher pay than the plaintiff, then it followed as a matter of law that the failure on the plaintiff's part went to the root of the contract, and discharged the defendants; and that upon the facts the defendants were discharged.—*Poussard* v. *Spiers*, 1 Q. B. D. 410.

3. The defendant invited offers for the execution of the works comprised in certain specifications and plans for the purpose of building a bridge across a river. It was stated that "these plans are believed to be correct; but their accuracy is not guaranteed." The plaintiff agreed to complete the work in the manner described in the specifications; and do the work according to the terms of the specifications; and the agreement contained a condition, that if the mode of doing the work was altered (as it might be by the defendant's engineer) the plaintiff should do it in the altered way; and that if in consequence he incurred expense, he should have compensation, of the amount of which said engineer was to be sole judge. According to the specifications, the foundations of the piers were to be laid by means of caissons as shown in a drawing. The plaintiff attempted to lay the piers accordingly; but after much expense, it was found impracticable to do it in the above manner, and a new method was adopted by directions of the engineer. The plaintiff brought an action for breach of warranty that the bridge could be built according to said plans and specifications. *Held*, that there was no such warranty. *Quære*, whether the plaintiff could recover upon a *quantum meruit* for his extra work.—*Thorn* v. *Mayor of London*, 1 App.. Cas. 121; s. c. L. R. 10 Ex. (Ex. Ch). 112; 10 Am. Law. Rev. 107.

4. A. and B., in consideration of the services and payments to be mutually rendered agreed that B. should be A.'s sole agent at Liverpool for the sale of his coal during the term of seven years, and should not act as agent for any person other than A.; that rates should be fixed by A., and B. should receive a commission upon his sales; and that if B. should not have sold a certain amount, and A. supplied a certain amount per year, the agreement might be determined upon giving notice thereof. After four years, A. sold his coal mine; and from that time B. ceased to be employed in the sale of the coal. *Held*, that there was no implied contract that A. would send any coal to Liverpool, or would continue for any particular length of time to send coal there; and that an action for breach of said agreement could not be maintained by B.—*Rhodes* v. *Forwood*, 1 App. Cas. 256.

See Charterparty; Damages; Frauds, Statute of; Insurance; Lien, 2; Negligence, 3; Partnership; Railway; Sale; Trust, 2; Vendor and Purchaser.

Covenant.

The owner of houses numbered 38 and 40 on a street demised 40 to the plaintiff, who covenanted to repair the demised premises. Said owner had previously demised No. 38 in similar terms. Under 40 was an archway, the southerly side of which was formed by the northerly wall of house 38; and this side of the arch did not fall within the plaintiff's covenant to repair. Above the archway, the wall between 38 and 40 was used by both buildings; and this wall partially gave way, in consequence of the giving way of the wall under the archway. *Held*, that there was no implied covenant on the part of the defendant to maintain the wall under the archway, so as to support the plaintiff's premises.—*Colebeck*, v. *Girdlers' Co.*, 1 Q. B. D. 234.

See Lease 1; Settlement, 5.

Cy-pres.

The doctrine of *cy-près* disposition of charitable legacies is not necessarily inapplicable where the residuary bequest is to charity. For a discussion of the applicability of the doctrine of *cy-près*, see *Mayor of Lyons* v. *Advocate-General of Bengal*, 1 App. Cas. 92.

Damages.

1. The plaintiff, who was in the habit of exhibiting his goods at cattle-shows, exhibited them at B. There he contracted with the defendants for the carriage of the goods to N., where there was to be another show, delivery to be before a certain day. The goods