

DIGEST OF THE ENGLISH LAW REPORTS.

flax, and saw that it was stacked in the open air. The defendants had no warehouses at the station. The flax was subsequently spoiled by wet. It was admitted that if the defendants were bound to take reasonable care of the flax, they had not done so. *Held*, that the defendants were liable for the damage. *Mitchell v. Lancashire and Yorkshire Railway Co.*, L. R. 10 Q. B. 256.

CHARITABLE GIFT.—*See* MORTMAIN.

CHARTER-PARTY.—*See* DEMURRAGE.

CHECK.

An existing debt forms sufficient consideration for a check or negotiable instrument payable on demand so as to constitute the creditor a holder for value.—*Currie v. Misa*, L. R. 10 Ex. (Ex. Ch.) 153.

CLASS.—*See* LEGACY, 4.

COAL-MINE.—*See* TENANT IN COMMON.

CODICIL.—*See* WILL, 1.

COMPROMISING CRIMINAL PROCEEDINGS.—*See* INJUNCTION, 5.

CONDITION.—*See* LEGACY, 2, 3; VENDOR AND PURCHASER, 1, 2.

CONSIDERATION.—*See* CHECK; VENDOR AND PURCHASER, 4.

CONSTRUCTION.—*See* DEVISE; EASEMENT; GRANT; LEASE, 2; LEGACY; MORTMAIN; TRUST.

CONTRACT.

1. 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. The plaintiff covenanted that he would 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, which the defendant's engineer might do, the plaintiff should do it in the altered way, and if in consequence he incurred expense, he should have compensation of the amount, of which said engineer was to be the 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 the value of the work thrown away. *Held*, that the plaintiff could not recover.—*Thorn v. Mayor of London*, L. R. 10 Ex. (Ex. Ch.) 112.

2. The defendants contracted to sell to the plaintiffs 2000 tons of iron, "deliverable in monthly quantities." The defendants delivered on several months less than the amount of iron due monthly, at the request of the plaintiffs. During the month when the last instalment was due, the plaintiffs requested the whole of the undelivered portion of the 2000 tons, but the defendants refused to de-

liver more than that due on the monthly balance for the last month. *Held*, that the defendants were obliged to deliver the iron some time, and having refused to deliver it at all they had broken their contract.—*Tyers v. Rosedale and Ferryhill Iron Co.*, L. R. 10 Ex. 195.

3. Case stated. The plaintiffs claimed to recover certain boilers and machinery detained by the defendants, or to recover back two sums of £2000 each, paid under the following circumstances: The defendants contracted to supply new boilers and machinery for the plaintiffs' steamer, to the satisfaction of the plaintiffs' inspector. Notice was to be given of the date when the steamer would be placed in the defendants' hands, and the steamer was to be ready in sixty days thereafter. The price to be paid was £5800, payable as follows: When the boilers were plated, £2000; when the whole of the work was ready for fixing on board, £2000; when the steamer was completed and tried under steam, £1800. The boilers were plated, and the defendants received £2000. The old materials taken from the steamer were to become the property of the plaintiffs. The work was completed, and the second £2000 paid by the plaintiffs, who then knew, though the defendants did not know, that the vessel was lost. The defendants then learned of the loss, and requested the remaining £1800, but it was not paid; and then the plaintiffs demanded the boilers and machinery. *Held*, that the plaintiffs were not entitled to recover either the machinery or the £4000 already paid by them.—*Anglo-Egyptian Navigation Co. v. Rennie*, L. R. 10 C. P. 271.

4. The defendants, a municipal corporation, owned a dock, for the use of which there were certain printed regulations, to the effect that the dock would be let to parties requiring the same for the repair of vessels, at a certain rate; a book was to be kept by the defendants in which the names of all vessels intended for repair in the dock would be entered, and priority was to be given in the order of entry; the defendants to have a lien on the vessel and detain her for dockage. There were many other regulations relating to the management of the dock by the defendants. The plaintiff's vessel was not admitted in its proper turn. *Held*, that the contract for admission was not a contract for an interest in land under the Statute of Frauds, and that the contract need not be under the seal of the corporation.—*Wells v. Kingston-upon-Hull*, L. R. 10 C. P. 402.

5. The defendant agreed to take the plaintiff's son as an apprentice, and teach him the business of a tea-broker, provided he should obey all commands, and give his services entirely to the business during office hours. The defendant dismissed the son for wilful disobedience and habitual neglect of his duties in the office. *Held*, that the defendant was entitled to discharge the son under the proviso.—*Westwick v. Theodor*, L. R. 10 Q. B. 224.

6. We hereby agree to borrow of C. R. the sum of £50, at the rate of £6 per cent. per