had been negligently taken by them beyond the point of destination.—*Morrit* v. *North-eastern Railway Co.*, 1 Q. B. D. 302.

See SHIP.

CHARITY.—*See* CY-PRES.

CHARTERPARTY.

1. By charterparty a vessel was to carry a cargo of lumber from P. to M., "sixteen days to be allowed for loading at P., and to be discharged at such wharf or dock as the charterers may direct, always afloat in fourteen like days, and ten days on demurrage over and above the said lying days, at £10 per day." The ship duly began unloading at M. It was the duty of the master to put the timber over the ship and from it into rafts, and the charterer was to take it away. Bad weather came on, and the rafts could not be formed; and the charterer consequently could not take the timber away. The bad weather caused a delay of four days in discharging the ship; and the ship-owner brought this action against the charterer for four days' demurrage. *Held*, that the defendant was liable, as there was an implied contract that he would take the risk of any ordinary vicissitudes which might prevent his releasing the ship at the expiration of the lay days.—*Thüs* v. *Byers*, 1 Q. B. D. 224.

2. To an action against charterers for delay in loading the vessel, the defendants set up this clause in the charterparty: "This charter being concluded by the said charterers for or on behalf of another party, it is agreed that all liability of the former shall cease as soon as the cargo is shipped, loading excepted; the owners and master of the vessel agreeing to rest solely on their lien on the cargo for freight, demurrage, and all other claims, and which lien it is hereby agreed they shall have." *Held*, that "loading excepted" extended to delay in loading, and that the defendants were therefore liable.—*Lister* v. *Hannsbergen*, 1 Q. B. D. 269.

See INSURANCE, 2.

ACT.

CHECK.

The defendant drew a check, payable to B. or bearer; and B. handed it to his clerk for deposit. The clerk absconded with it, and after altering its date from March 2, 1875, to March 26, 1875, passed it to the plaintiff for value. The plaintiff was not guilty of negligence. Payment of the check was stopped. *Held*, that the alteration was material, and that the check was void in the hands of the plaintiff.—*Vance* v. *Lowther*, 1 Ex. D. 176.

CHURCH OF ENGLAND.

1. A Wesleyan minister who had inscribed upon the tombstone of his daughter, who was buried in an English churchyard, the words "daughter of the Rev. H. K., Wesleyan Minister," was held entitled to use the word "Reverend" before his name, as it was not a title of honor or dignity belonging exclusively to the Established Church of England.—*Keet* v. *Smith*, 1 P. D. 73.

2. The Rubric of the Book of Common Prayer prefixed to the Communion Service, and the 27th canon in the canons of 1603, warrant a minister of his own authority, and without any trial, in repelling a parishioner from the Holy Communion in case he is "an open and notorious evil liver," who thereby gives offence to the congregation, or "a common and notorious depraver of the Book of Common Prayer." "Evil liver" in the Rubric, according to the natural use of the words, is limited to moral conduct. The appellant printed and published a volume entitled "Selections from the Old and new Testaments," and omitted therefrom all reference to the Devil or evil spirits. At the suggestion of the vicar of his parish, the appellant wrote him a letter concerning the book, in which he said, "With regard to my book, the parts which I have omitted are, in their present generally received sense, quite incompatible with religion or decency (in my opinion). How such ideas have become connected with a book containing everything that is necessary for a man to know, I really cannot say, and can only sincerely regret it." *Held*, that the appellant was neither an open and notorious liver, nor a depraver of the Book of Common Prayer.—*Jenkins* v. *Cook*, 1 P. D. 380; s. c. L. R. 4 Ad. and Ec. 46.

CLASS.—*See* DEVISE, 2.

COLLISION.

A steamer ran into the barge A. in endeavoring to avoid collision with the barge S., which had brought herself across the bow of the steamer by improper steering. The A. instituted a cause of damage against the S. *Held*, that the S. was liable. That the A. might, by different steering after the steamer had changed her course to avoid the S., have avoided collision, did not make her necessarily guilty of negligence.—*The Sisters*, 1 P. D. 177.

See LEX FORI.

COMMON CARRIER.—*See* CARRIER; SHIP.

COMMON COUNTS.—*See* FRAUDS, STATUTE OF.

CONDITION.—*See* DISTRESS; LEASE, 1; LEGACY 2; MARRIAGE, RESTRAINT OF.

CONFIRMATION OF SETTLEMENT,—*See* SETTLEMENT, 6.

CONSTRUCTION.—*See* CHARTERPARTY; CONTRACT; DEVISE; ELECTION; LEGACY; RAILWAY; SALE; SETTLEMENT, 3, 5; SURETY.

CONTINGENT REMAINDER.—*See* DEVISE, 2.

CONTRACT.

1. The defendant bought 100 tons of iron to be delivered at his works. Delivery, 25 tons at once, and 75 tons in July next. The first 25 tons were delivered immediately, and 50 tons more in July. On the 15th October the defendant met the plaintiffs' manager,