

DIGEST OF ENGLISH LAW REPORTS.

praying to be reinstated, *held*, that as, in the judgment of the court, the meeting was fairly called, and the decision was arrived at *bona fide*, and not through caprice, such decision was final, and the court could not interfere.—*Hopkinson v. Marquis of Exeter*, Law Rep. 5 Eq. 63.

COLLISION.

The owners of a foreign vessel claimed damages for a collision between their vessel and an English ship, in Belgian waters. The defendants, owners of the English ship, pleaded that, by the Belgian laws, pilotage was compulsory in the place where the collision occurred. *Held*, that the plaintiffs might plead in reply, that, by the same laws, the owner of the vessel in fault, though compelled to take a pilot, continued liable for damages.—*The Halley*, Law Rep. 2 Adm. & Ecc. 3.

COMPANY.

1. B. agreed with the promoter of a company for the delivery to B. of debentures of the company, payable to bearer. The articles of the company adopted this agreement, and directed it to be carried out. Debentures were accordingly issued to B., under the seal of the company, by each of which the company covenanted to pay the sum mentioned therein to "B., his executors, administrators and assigns, or to the holder hereof." These bonds were delivered by B. to Z., a *bona fide* holder, for value. *Semble*, that at law Z. could not sue on these debentures in his own name; and, *quere*, whether they were good at law as bonds or not; but, *held*, that, as they were conformable to the above-mentioned agreement, effect must be given to them in equity according to their tenor, and that therefore, in the winding up of the company, Z. could prove on them in his own name, and free from any equities between the company and B.—*In re Blakely Ordnance Co.*, Law Rep. 3 Ch. 154.

2. A. owned a house on a highway. A railway company, under powers given by statute, made an embankment on the highway opposite the house, thereby narrowing the road from 50 to 33 feet, thus materially diminishing the value of the house for selling or letting, and obstructing the access of light and air. *Held*, (1) that A. had sustained particular damage from the works; (2) that the damage would have been actionable if it had not been authorized by statute; (3) that the injury done was an injury to A.'s estate, and not a mere obstruction or inconvenience to him personally or to his trade; and that, these three things concurring, A. was entitled to compensation under 8 Vic. caps. 18 & 20.—*Beckett v. Midland Rail-*

way Co., Law Rep. 3 C. P. 82. See *Ricket v. Metropolitan Railway Co.*, Law Rep. 2 H. L. 175 (2 Am. Law Rev. 273).

See CONTRACT, 2.

CONFLICT OF LAWS.

On a bill of exchange payable to order—drawn, accepted, and payable in England—the contract of the acceptor is to pay to an order valid by the law of England; and an endorsee can sue the acceptor in England, under an indorsement valid by the law of England, though the indorsement was made in France, and by the law of France gave the indorsee no right to sue in his own name, and though the indorser (who was also drawer and payee) and the indorsee were, at the time the bill was made and indorsed, domiciled and resident in France.—*Lebel v. Tucker*, Law Rep. 3 Q. B. 77.

See ADMINISTRATION, 3; COLLISION; EQUITY PLEADING AND PRACTICE, 1.

CONTEMPT.

In a suit for having removed human bones and portions of the soil from a churchyard to a field belonging to the defendant, the Court of Arches issued a monition directing the defendant to replace, before a certain day, the bones and earth removed. The defendant failed to comply with the order, alleging that he was unable to do so, because said field was no longer in his occupation or possession. *Held*, that his conduct amounted to contempt of court.—*Adlam v. Colthurst*, Law Rep. 2 Adm. & Ecc. 30.

CONTRACT.

1. Where a bank has issued a letter of credit, on the terms that the bills which they agree to accept are to be covered by bills of lading, suspension of payment by the bank before there has been time for the letter of credit to be used, is not a breach or repudiation of the contract; because the liquidators, under the winding up of the bank, might have received permission to negotiate the bills, and a claim by the holder of the letter of credit for damages for the alleged breach was disallowed.—*In re Agra Bank*, Law Rep. 5 Eq. 160.

2. The plaintiff agreed through a broker to sell his shares in a company to a jobber for £200. By the usage of the Stock Exchange, the transfer would not be made till a future day, and in the interval the shares might again be sold till a certain day, when the original buyer must name the person to whom the shares should be transferred. Accordingly, the shares were finally sold to the defendant for £145 (a call having been made in the meantime), and the plaintiff gave the defendant a