

DIGEST OF ENGLISH LAW REPORTS.

Defendant had a right to take authorities even though sent there by plaintiff's book, which took the same.

An author has no monopoly in a theory propounded by him.

Per James, V. C. In cases of literary piracy, the defendant is to account for every copy of his book sold, as if it had been a copy of the plaintiff's.—*Pike v. Nicholas*, L. R. 5 Ch. 251.

3. Although a rival publisher is not justified in copying slips cut from a Directory previously published by another party by having sent out canvassers to verify them, and to obtain the leave of those whose names were on the slips to publish them in that form, he may use such slips to direct his canvassers where to go for the purpose of obtaining the addresses anew.—*Morris v. Wright*, L. R. 5 Ch. 179.

CORPORATION.—*See COMPANY.*

COSTS.

1. A defaulting trustee is entitled to his costs of a suit for the execution of the trusts incurred after his bankruptcy, or after the registration of a composition deed executed by him.—*Bowyer v. Griffin*, L. R. 9 Eq. 340.

2. When an executor, who pays a particular fund into court under the Trustee Relief Act, has in his hands the general residuary estate, the court has jurisdiction to order him to pay out of the residue the costs of proceedings relating to the particular fund.—*In re Trick's Trusts*, L. R. 5 Ch. 170.

3. One who moves for leave to inspect documents without applying to the party in possession of them, must pay costs.—*The Memphis*, L. R. 3 Adm. & Ecc. 23.

4. To a suit for restitution of conjugal rights, the wife replied cruelty, &c., but abandoned the charges at the hearing. A decree was made against her, but could not be served, as she was out of the jurisdiction. On proof that the wife had a separate income of £760, the court ordered that she should pay the costs of the proceedings.—*Miller v. Miller*, L. R. 2 P. & D. 13.

5. Although a man having no defence enters no appearance to a suit for dissolution of marriage, he may attend before the registrar on the taxation of his wife's costs.—*Letts v. Letts*, L. R. 2 P. & D. 16.

See HUSBAND AND WIFE, 4; PLEADING, 2; SOLICITORS; STATUTE; SURVEYOR.

COVENANT.

A. covenanted on the marriage of his daughter B., that if B. should survive him, or, dying,

leave any children or issue, A. would devise or otherwise settle an equal part with A.'s other children, of the property A. should have at his death, to the use of B.'s husband for life, then to B. for life, then to the children of the marriage with a clause of survivorship and accruer in the event of children dying under twenty-one without issue. The children of B.'s marriage all died without issue before A., only one of them, C., having attained twenty-one. B. survived A. A.'s will followed the covenant, but did not protect the interest of such of B.'s children as reached twenty-one from lapse. *Held*, that A. was not bound to do so, and that C.'s representatives took nothing.—*In re Brookman's Trust*, L. R. 5 Ch. 182.

See ACTION; LIMITATIONS, STATUTE OF, 1; MARRIAGE SETTLEMENT; TRUST.

CREDITOR.—*See SECURITY.*

CRIMINAL LAW.—*See EMBEZZLEMENT; INDICTMENT; INFANT.*

CROWN.—*See FISHERY.*

CRUELTY.

Force, whether physical or moral, systematically exerted to compel the submission of a wife, in such a manner, to such a degree, and during such a length of time, as to injure her health and render a serious malady imminent, is legal cruelty.—*Kelly v. Kelly*, L. R. 2 P. & D. 31.

DAMAGES.

1. By the articles of association of a company, L. was to be manager, and if he should be "at any time deprived of or removed from his office for any other cause than gross misconduct, the directors shall pay to him as compensation for loss of office" a certain sum, "within one month from the time of such removal." The company was ordered to be wound up. *Held*, that this event entitled L. to said sum, and that he could prove for the whole sum without any deduction on the ground that L. might get another appointment.—*In re London & Scottish Bank*, L. R. 9 Eq. 149.

2. Defendants at L. undertook by a letter of credit to accept bills for plaintiffs at A., plaintiffs to provide funds to meet the bills before maturity. Defendants, after having accepted bills for which plaintiffs had provided funds, stopped, and notified plaintiffs that they could not pay. In action on the letter of credit: *Held*, that expenses of necessary telegraphing from A. to L., of protesting the bills, and commissions paid for taking up the bills at L.,