

Santo Domingo, for the working of guano and other deposits on the island, became liable to forfeit the same by failure to perform some of the conditions thereof. They then went to work to get up a company, to the trustees of which they sold the property; and the trustees made it over to the company. For their part in the transaction they received £15,000 "commission" in shares. The company, through the trustees, employed the same counsel employed by the sellers and promoters; and they passed the title to the property as good. The directors, who were chiefly composed of the promoters, speculated in the shares. One of them, the defendant H., got up a pretended sale of certain patent rights belonging to the company, for a large sum, to a person who turned out to be a tool of H.; and all the money paid down by him was furnished him by H. Meanwhile the Dominican Government proposed to take advantage of the forfeiture. The condition of things came out. The shares fell from £60 to £3, and the deluded stockholders brought suit against the original proprietors of the property, the trustees, promoters, directors and counsel. *Held*, that the proprietors must repay the whole purchase money, the trustees their "commission," (called by the court a bribe); the counsel and directors, who were not proprietors and promoters, their proportion of the costs of suit.—*Phosphate Sewage Co. v. Hartmont*, 5 Ch. D. 394.

*Copyright*.—If a dramatic piece has been first represented in a foreign country, the author has no exclusive right over the piece in England. Representation is publication within 7 Vict. c. 12, § 19.—*Boucicault v. Chatterton*, 5 Ch. D. 267.

*Evidence*.—Indictment for obtaining money under false pretences. The prisoner was time-keeper, and C. was paying clerk to a colliery company. Every fortnight the prisoner gave C. a list of the days worked by each man, and C. entered them in a time-book, together with the amount due each one. On pay-day, the prisoner had to read from the time-book the number of days so entered, and C. paid them off. While the prisoner read, C. looked on the book also. *Held*, that C. might refresh his memory as to the sums paid by him to the workmen, by referring to the entries in the time-book. *The Queen v. Langton*, 2 Q. B. 296.

*Factor*.—H., a commission merchant and tobacco dealer, sold, through his agent K., to the plaintiff, a lot of tobacco lying in bond at the dock. The tobacco, according to the usage practised between the parties, remained at the dock uncleared in the name of H.; but the transaction was entered in H.'s books as a sale; and Dec. 3rd, 1875, an invoice of sale by H. to the plaintiff was sent to the latter, and Dec. 31st he paid for the tobacco in full. The usage had been in such cases for the plaintiff to receive the tobacco in instalments, as he wished it to manufacture, in which case he would send dock dues and charges for the portion he wanted, and that portion would be discharged and forwarded by H.; but in this case none of the lot had been sent, and March 9th, 1876, H. absconded, and March 15th was adjudged bankrupt. Meantime, Jan. 26th, 1876, he had pledged the tobacco to the defendants and given them the dock warrants, and transferred the tobacco into their name. He represented it to be his property, and they had no knowledge that the plaintiff claimed it. The court had power to draw inferences of fact. *Held*, that the plaintiff was entitled to the tobacco; and that H. had no authority to sell or pledge the tobacco while lying in the dock in his name, but only to clear and forward it to the plaintiff.—*Johnson v. The Crédit Lyonnais*, 2 C. P. D. 224.

*False Pretences*.—Indictment for obtaining money under false pretences. Prisoner was a pedler, and induced a woman to buy some packages, which he called good tea, but which turned out to be three-quarters foreign and deleterious substances. The jury found that he knew the character of the stuff, and that he falsely pretended it was good, with intent to defraud. *Held*, that the conviction must stand.—*The Queen v. Foster*, 2 Q. B. D. 301.

*Freight*.—Charter-party by the defendants to convey a cargo of railway iron from England to Toganrog, Sea of Azof, or "so near thereto as the ship could safely get," consigned to a Russian railway company. The ship arrived, Dec. 17th, at Kertch, a port 300 miles by sea and 700 by land from Toganrog, where the captain, the plaintiff, found the sea blocked up with ice, and unnavigable till April. Against the orders of the charterers, who notified him