

DIGEST OF ENGLISH LAW REPORTS.

if all moneys which might be payable in respect of them might be deducted from his commission. The manager of the company told him that he would be "allowed the privilege of paying them up as convenient;" whereupon he took the shares, and was registered as holder, but never paid any money on them, or received any dividends. He also signed and sent to the manager a proxy paper, but wrote to him that it was on condition that he did not thereby cancel the agreement to allow him to pay calls for commissions. He attended two meetings. His commission was not sufficient to pay for the shares. *Held*, that he was liable as a contributory. The above agreement was not a condition to the subscription, but was collateral. Also, having held himself out as a shareholder, to induce others to take shares, he was precluded, as against them, from denying it.—*Bridger's Case*, L. R. 9 Eq 74

3. When a shareholder, who has notice of misrepresentations of the company, which entitle him to avoid his subscription, says nothing, but stands by, while he sees other shareholders bringing suit for relief on like grounds, he cannot long afterwards elect to avoid his contract.—*Ashley's Case*, L. R. 9 Eq. 263.

4. A. owned shares in Railway Company X., and also stock in Company Z. He gave his address at B.'s bank to X Co., and at a club to Z. Co. B., who had charge of the certificates, fraudulently sold them, and forged transfer deeds. X. Co. and Z. Co. wrote to A., informing him of the transfers (X. Co. receiving no answer, Z. Co. receiving one forged by B.), and then registered the transfers, and delivered new certificates. On bills against X. Co. and Z. Co. and the purchasers: *held*, that A. was entitled to delivery up of the certificates, to have the transfers cancelled, and to have dividends then or thereafter to be due, but without costs. Decree without prejudice to any question at law or in equity between the co-defendants.—*Johnston v. Renton*, L. R. 9 Eq. 181.

5. The broker of a bank, by order of the directors, bought shares in the same, to be taken by the directors of the company, and was credited for the price paid by him in his banking account, kept with the same bank. The bank was afterwards wound up. *Held*, that, although the transaction was *ultra vires* of the directors, the broker was to be allowed the item of the above credit in the balance for which he proved.—*Zulueta's Claim*, L. R. 9 Eq. 270.

See DAMAGES; NOVATIM; PRIVILEGED COMMUNICATION; WINDING UP, 4.

COMPENSATION.—See NOTICE.

COMPOUND INTEREST.—See LIMITATIONS, STATUTE OF, 2.

COMPROMISE.—See HUSBAND AND WIFE, 5.

CONDITION.—See COMPANY, 2; FORFEITURE.

CONDITIONAL LIMITATION.—See FORFEITURE.

CONSIDERATION.

A. gave a note for £520 on demand, with interest, to B. Afterwards B. signed an agreement that the £520 should be repaid at £25 each quarter, with interest. In a suit by B.'s administratrix for the £520, *held*, that the agreement was without consideration, and no defence.—*McHanus v. Bark*, L. R. 5 Ex. 65.

See VOLUNTARY CONVEYANCE.

CONSTRUCTION.—See BANKRUPTCY, 1; COVENANT; DAMAGES, 1; GUARANTY; INFANT; INSURANCE, 2, 3; MARRIAGE SETTLEMENT; NOVATION, 3; PATENT, 3; POWER, 1, 2, 3; SHERIFF; SHIP; STATUTE; WILL, 3-6, 8-12.

CONTRACT.—See ACTION; BILLS AND NOTES, 1; COMPANY, 1-3; CONSIDERATION; GUARANTY; HUSBAND AND WIFE, 1-3; INTEREST; LIMITATIONS, STATUTE OF; MORTGAGE, 1; NOVATION; PARTIES; PUBLIC EXHIBITION; RESTRAINT OF TRADE; SECURITY; TRUST.

CONTRIBUTORY.—See COMPANY, 3.

CONVERSION.—See LEGACY DUTY.

COPYRIGHT.

1. The proprietor of a newspaper has, without registration under the Copyright Act, such a property in its contents as will entitle him to sue in respect of a piracy. But the piracy of "a list of hounds" is not a case for an interlocutory injunction, as a correct list is easily got, and it is liable to frequent changes.—*Cox v. Land and Water Journal Co.*, L. R. 9 Eq. 324.

2. Plaintiff wrote an essay for the "Welsh Eisteddfod," to prove that the English are the descendants of the ancient Britons, which he published. Defendant afterwards did the like. His book was like plaintiff's in theory, arrangement, and, to a great degree, in the citation of authorities. The latter facts were explained by both parties having taken their references from Pritchard, and the theory by the occasion of writing. Two authorities were seemingly taken from the plaintiff, and certain results were based upon his tables. The writing was the defendant's. *Held* (reversing the decision of James, V. C., on the facts), the plaintiff was not entitled to an injunction.