

l'allégation que le défendeur a l'intention de frauder ses créanciers ou nommément le demandeur, et que la saisie-arrêt avant jugement, émanée sur une déposition qui ne pêche pas sous d'autres rapports, doit être maintenue.—*Arcand v. Flanagan*, Cour de Circuit, jugement par Casault, J., 7 Q.L.R. 256.

#### RECENT ENGLISH DECISIONS.

*Contract to compromise criminal prosecution—Larceny by bailee.*—A having been arrested at the instance of B., on the charge of having committed the offence of larceny by a bailee, was brought up before a magistrate and remanded. A.'s wife then induced B. to withdraw from the prosecution, on A.'s wife agreeing to charge her separate real estate with the amount taken. The title deeds of the property were deposited at a bank in the joint names of the solicitors of the parties. A. being again brought before the magistrate, the latter having been informed of the terms, allowed the prosecution to be withdrawn. A.'s wife afterwards refused to perform her agreement. B. brought an action to enforce the charge, and A.'s wife counter claimed for a declaration that she was entitled to have the deeds delivered up to her. *Held*, that the agreement to charge the separate property was illegal and could not be enforced, and that the defendant was not entitled to the declaration for delivery of the deeds.—Larceny by a bailee is felony, but, if it had been a misdemeanor, the agreement to charge in consideration of the withdrawal of the prosecution would have been void.—*Whitmore v. Farley*, Court of Appeal, May 14, 1881.—45 L.T. Rep. (N.S.) 99.

*Copyright—Newspaper.*—A newspaper is within the Copyright Act (5 & 6 Vict. c. 45), and requires registration under that Act in order to give the proprietor the copyright in its contents, and so enable him to sue in respect of a piracy. Also, to enable the proprietor of a newspaper to sue in respect of a piracy of any article therein, he must show, not merely that the author of the article has been paid for his services, but that it has been composed on the terms that the copyright therein shall belong to such proprietor.—*Walter v. Howe*, L.R. 17 Ch. D. 708.

*Principal and surety.*—A. having borrowed a sum of money, which he failed to repay, his

four sureties contributed equal amounts to make up the sum. Two of them, when becoming sureties for A., had, unknown to the other two, obtained from him an assignment of certain property as a security against any loss they might sustain in consequence. *Held*, that the other two sureties were also entitled to the benefit of the assignment. Where a surety obtains from the principal debtor a security for the liability he has undertaken, he is bound to bring into hotchpotch, for the benefit of his co-sureties, any benefit which he receives under the security; though he originally bargained with the principal debtor that he should have the security, and the fact of the bargain and of the security having been given was unknown to the co-sureties.—*Steel v. Dixon*, Chancery Division, March 29, 1881.—45 L.T. Rep. (N.S.) 142.

#### RECENT U. S. DECISIONS.

*Contempt—Injunction—Violation by Corporation.*—A railroad company was enjoined from discriminating against an express company, and certain rates were directed to be charged for express freight. *Held*, that the railroad company, a corporation, could be punished for violating the injunction, by a fine.—*United States ex rel. Southern Express Co. v. Memphis & Little Rock R. Co.*, 7 S.L.R. 472.

*Damages—Surface water.*—A city, in grading its streets and constructing gutters thereon for carrying off surface water, is not bound to provide against extraordinary storms, such as private persons of ordinary prudence do not usually anticipate and provide against.—*Allen v. City of Chippewa Falls*, 7 S.L.R. 479.

*Directors, profit by, at expense of Corporation.*—All arrangements by directors of a corporation to secure an undue advantage to themselves, at its expense, by the formation of a new company as an auxiliary to the original one, with the understanding that any of them are to take stock in it, and then that valuable contracts shall be given to it, in the profits of which they, as stockholders in the new company, are to share, are fraudulent and incapable of enforcement by the courts.—*Wardell v. Union Pacific R. Co.*, 7 S.L.R. 480.