

DIGEST OF ENGLISH LAW REPORTS.

against creditors, but was liable as a contributory.—*Oakes v. Turquand*, Law Rep. 2 H. L. 325.

2. A., having obtained judgment against a limited company for £11,000, moved for a *scire facias* against a shareholder. The company had no assets in England, but had £500 assets in Ireland. There were other large creditors, one of whom had obtained by consent a rule absolute for a *scire facias*, with immediate execution against same shareholder, but the execution had not issued, nor had the amount been paid. A. had obtained rules, which had not been argued, for writs of *scire facias* against other shareholders, to the amount of £30,000. *Held*, that the *scire facias* should issue.—*Rigby v. Dublin Trunk Railway Co.*, Law Rep. 2 C. P. 586.

3. After a rule *nisi* had been obtained by a judgment creditor of a company against a shareholder for a *scire facias*, the shareholder *bona fide* paid the amount due on his shares to another creditor of the company, who had obtained a *scire facias* against him, but had not issued execution. The court discharged the rule with costs.—*Kernaghan v. Dublin Trunk Connecting Railway Co.*, Law Rep. 3 Q. B. 47.

See MORTMAIN.

CONCEALMENT.—*See* COMPANY, 1.

CONFESSION.

The prisoner's master called him up, and said, "You are in the presence of two police officers; and I should advise you, that, to any question put to you, you will answer truthfully, so that, if you have committed a fault, you may not add to it by stating what is untrue." He afterwards added, "Take care: we know more than you think." *Held*, that a statement then made by the prisoner was admissible against him on his trial for larceny.—*The Queen v. Jarvis*, Law Rep. 1 C. C. 96.

CONFLICT OF LAWS.—*See* EQUITY PLEADING AND PRACTICE.

CONTRACT.

The plaintiffs contracted to erect certain machinery on the defendant's premises at specific prices for particular parts, the price to be paid on the completion of the whole. After some parts had been finished, but before the whole was completed, the premises were destroyed by an accidental fire. *Held* (reversing the judgment of the Common Pleas), that the plaintiffs could not recover for those parts of the work which had been completed, whether the materials used had become the property of the defendant or not. (Exch. Ch.)—*Appleby v. Myers*, Law Rep. 2 C. P. 651.

See MISTAKE; PARTNERSHIP; RAILWAY, 2; SALE, CONTRIBUTORY.—*See* COMPANY, 1.

CONVERSION.—*See* ADMINISTRATION, 3.

COPYRIGHT.

The plaintiff registered, under the Copyright of Designs Act, a piece of cloth having woven on it a chain-work ground, with shaded and bordered six-pointed stars arranged in a quincunx. There was no written description. *Held*, that this was sufficient registration of the entire pattern, as the "design," but that the whole combination only, and not single parts, though new, were protected.—*Holdsworth v. McGrea*, Law Rep. 2 H. L. 330.

CORPORATION.—*See* COMPANY.

CORPUS.—*See* ADMINISTRATION, 1, 2; ANNUITY; LEGACY, 1.

COSTS.—*See* BANKRUPTCY, 2; CHAMPERTY; TRUST, 4.

COVENANT.—*See* LANDLORD AND TENANT, 2, 3.

CRIMINAL LAW.—*See* APPEAL; CONFESSION; EVIDENCE; INDICTMENT; NEW TRIAL; PERJURY.

CROSS REMAINDER.—*See* DEVISE, 2.

CUSTOM.—*See* SUPPORT.

CY PRÉS.—*See* CHARITY, 3; DEVISE, 2.

DAMAGES.

1. In a suit to establish the right to coal mines, it appeared that the defendant had worked them *bona fide*, and not fraudulently. *Held*, that, in assessing compensation for coal already gotten by the defendant, he should not be charged the full value of the coals without deducting the cost of obtaining them, but only the fair value of the coal, as if he had purchased the mine from the plaintiff.—*Hilton v. Woods*, Law Rep. 4 Eq. 432.

2. The works of a railway company diminished the light to the plaintiff's premises, whereby they were rendered less convenient for the requirements of his trade; but the saleable value of the plaintiff's interest in the premises was not diminished, property in the neighbourhood generally having been enhanced by reason of the works. Under a statute giving compensation to persons whose interest in land was injuriously affected by the works, *held*, that the plaintiff was entitled to compensation.—*Eagle v. Charing Cross Railway Co.*, Law Rep. 2 C. P. 638.

See LANDLORD AND TENANT, 2; RAILWAY, 1; SHERIFF, 1.

DEATH.—*See* PRESUMPTION.

DEED.

On the marriage of A., tenant for life of X. estate, with remainder in his first and other sons in tail male, personal estate was settled