

DIGEST OF ENGLISH LAW REPORTS.

the company the value of the shares, at the time the company refused to recognize him as a shareholder, with interest from that time.—*In re Bahia & San Francisco Railway Co.*, Law Rep. 3 Q. B. 584.

2. The articles of association of a company provided that the business should be fixed, determined, and regulated by such rules, regulations, and by-laws as the directors might from time to time make, which should be entered in a book kept for that purpose, and signed by three directors. A by-law so made prohibited certain acts. A resolution authorizing some of such acts was afterwards passed by the directors and entered in their minute book, but not entered in the book of by-laws nor signed by the directors. Per GIFFARD, L. J., that a third person would not be affected by the by-law unless it was proved that he knew it; and, *semble*, that had he known it, the resolution of the directors would have done away with its effect.—*Royal Bank of India's Case*, Law Rep. 4 Ch. 252.

3. A shareholder in a company, in behalf of himself and the other shareholders, may maintain a bill to set aside an agreement by the company as *ultra vires*, without joining as defendants any of the shareholders who have assented to the agreement.—*Clinch v. Financial Corporation*, Law Rep. 4 Ch. 117.

See BILLS AND NOTES, 2, 3; ESTOPPEL; MORTGAGE, 1; RAILWAY; SALE, 2-6; STATUTE; ULTRA VIRES.

CONCEALMENT—See HUSBAND AND WIFE, 2. CONDITION.

A lease contained a proviso for re-entry in case the lessee or any occupier of the premises should be convicted of an offence against the game laws. The occupier of the premises having been convicted of killing game without a game certificate, the assignee of the reversion brought ejectment. *Held*, that he could not maintain the action (*per* MARTIN, CHANNELL and CLEASBY, BB.), because the condition did not run with the land, and therefore the assignee could not avail himself of its breach; (*per* KELLY, C.B.), because killing game without a certificate was an offence, not against the game, but against the revenue laws.—*Stevens v. Copp*, Law Rep. 4 Ex. 20.

See LEGACY, 1; VENDOR AND PURCHASER OF REAL ESTATE, 2.

CONFIDENTIAL RELATION—See UNDUE INFLUENCE. CONFLICT OF LAWS.

Where an Englishman contracts a debt in a foreign country the provisions of the *lex loci contractus* do not avail to entitle the creditor

to payment of his debt out of equitable assets administered in this country, in priority to other creditors.—*Pardo v. Bingham*, Law Rep. 6 Eq. 485.

See COLLISION, 1.

CONSPIRACY—See INDICTMENT, 2. CONTEMPT.

1. While a suit was pending to restrain the infringement of a patent, in which one of the issues raised was as to the novelty of the plaintiff's invention, a discussion having arisen in a newspaper as to the merits of the invention, the defendant's solicitor wrote, under an assumed name, a letter, which was published in the newspaper, taking part in the discussion, and alleging facts tending to disprove the novelty of the invention. The plaintiff, thereupon, sent to the editor of the newspaper a letter, which the editor refused to insert on account of its personal imputations, in which he referred to the suit, and suggested that the writer of the letter was an interested party. The editor, not knowing that the writer was the solicitor in the suit, but knowing that he was a solicitor, subsequently published a further letter from him disputing the novelty of the invention. *Held*, that the solicitor had been guilty of contempt in publishing letters tending to influence the result of the suit. A motion to commit the publisher of the newspaper for contempt was refused, but without costs.—*Daw v. Eley*, Law Rep. 7 Eq. 49.

2. For a newspaper to publish affidavits filed in behalf of the plaintiff in a bill of equity (but not yet before the court), with comments tending to prejudice the plaintiff's case, is a contempt.—*Tichborne v. Mostyn*, Law Rep. 7 Eq. 55, note.

3. When there is no collusion, a husband will not be committed for his wife's breach of injunction.—*Hope v. Carnegie*, Law Rep. 7 Eq. 254.

See COSTS.

CONTRACT.

A. applied for workmen to the Free Labor Society, and filled up and signed a form containing the particulars and terms of employment, and his address at S. This form was read over to B. by the secretary of the society, and B. then signed an agreement headed "Free Labor Society," by which he stated that he had accepted employment at S., and agreed that one-half day's wages, "being his fee to the society for obtaining him the employment," should be deducted from his wages, and that he would not quit "the service of his employer" without just cause. *Held*, that the documents