

## DIGEST OF ENGLISH LAW REPORTS.

on a bill for specific performance, that the defendants were bound to fulfil the contract, to repay the amount of calls paid by the plaintiff, and to indemnify him against future calls.—*Coles v. Bristowe*, Law Rep. 6 Eq. 149.

See MISREPRESENTATION; ULTRA VIRES.

## CONFLICT OF LAWS.

A bill of exchange drawn in France upon and accepted by the drawee in London, was indorsed in blank in France; such indorsement does not, by the law of France, give the indorsee any property in or right to sue on the bill there in his own name. *Held* (per BOVILL, C. J., and WILLES, J.; MONTAGUE SMITH, J., *dis-sentiente*), that the indorsee could not sue the indorser in England.—*Bradlaugh v. De Rin*, Law Rep. 3 C. P. 588.

See DIVORCE, 2; EXECUTOR AND ADMINISTRATOR, 2; FOREIGN COURT.

CONFUSION—See INSURANCE, 2.

## CONTEMPT.

A contempt of court being a criminal offence, no person can be punished for it unless the specific offence charged against him be distinctly stated, and an opportunity of answering it given him.—*In re Pollard*, Law Rep. 2 P. C. 106.

CONTINGENT REMAINDER—See DEVISE.

CONTRACT—See COMPANY, 1, 4; FRAUDS, STATUTE OF; LANDLORD AND TENANT, 4, MISREPRESENTATION; SPECIFIC PERFORMANCE.

CONTRIBUTION—See GENERAL AVERAGE.

## COPYRIGHT.

An alien friend, who, during a temporary residence in a British colony, publishes in the United Kingdom a book of which he is the author, is, under the 5 & 6 Vict. c. 45, entitled to an English copyright.

*Semble* (per Lord CAIRNS, L. C., and Lord WESTBURY; Lords CHIELMSFORD, *dubitantibus*), that the protection of the statute is given to every author who first publishes in the United Kingdom, wherever he may be resident.—*Routledge v. Low*, Law Rep. 3 H. L. 100.

CORPORATION—See COMPANY.

CRIMINAL LAW—See CONTEMPT.

CRUELTY—See DIVORCE, 1.

CUSTODY OF CHILDREN—See HUSBAND AND WIFE, 1.

CUSTOM—See PRESCRIPTION.

## DAMAGES.

The plaintiffs delivered to the defendant's servants, for shipment on the defendant's vessel, several cases containing machinery, intended for the erection of a saw-mill at Vancouver's Island. The defendant knew generally of what

the shipment consisted. On the arrival of the vessel at her destination, one of the cases, containing machinery, without which the mill could not be erected, could not be found, and the plaintiffs were obliged to send to England to replace the lost articles. *Held*, that the measure of damages for the breach of contract was the cost of replacing the lost articles in Vancouver's Island, with interest at five per cent on the amount till judgment, but that the plaintiffs were not entitled to compensation for loss of profits sustained whilst the mill, by reason of the loss, remained idle.—*British Columbia Saw-mill Co. v. Nettleship*, Law Rep. 3 C. P. 499.

## DESERTION.

A husband who withdraws from cohabitation with his wife may be guilty of desertion, though he continues to support her.

Reasonable cause for desertion is not necessarily a distinct offence, on which a decree of separation or dissolution could be founded, but it must be grave and weighty. Mere frailty of temper is not sufficient.—*Yeatman v. Yeatman*, Law Rep. 1 P. & D. 489.

## DEVISE.

A testator held two estates, A. and B.,—A. under a lease for lives renewable for ever, and B. in fee. In 1832, he made a will, in which he said, "I devise and bequeath to my son all those my property, lands, and premises at A.," together with plate, furniture, &c. "I also devise and bequeath to my son my lands and premises at B." All his estates were charged with an annuity to his wife. A codicil provided that if the son should die without heirs of his body, in that case, and in default of such heirs, the lands at A., and the plate and furniture, all charged with the annuity to the wife, and also with a reasonable provision for the son's wife, should, at the son's death, descend to D. C., his heirs, &c., for ever. In the event of the death of the son without heirs, a charge was created in favour of a married daughter. The son died, never having had a child. *Held*, that the son had an estate in the nature of a fee simple, with an executory devise over to D. C. in the event that happened of the son dying without heirs of the body living at his death; and that, in B., the son had an estate for life or in tail, with a contingent remainder to D. C. in the same event.—*Coltsmann v. Coltsmann*, Law Rep. 3 H. L. 121.

See HEIRLOOM; LEGACY DUTY; VESTED INTEREST.

DIRECTORS—See COMPANY, 2, 3.