

DIGEST OF ENGLISH LAW REPORTS.

CHARGE.

A tenant for life with proviso for renewal, whose estate was subject to certain charges, neglected to insist upon the renewal of the lease, which if duly renewed would have still been subject to said charges. The tenant purchased the reversion, which was conveyed to trustees to prevent merger of the term. *Held*, that the charges on the renewable term were fastened on the reversion also.—*Trumper v. Trumper*, L. R. 14 Eq. 295.

See LEGACY, 6.

CHARITY.—See LEGACY, 1.

CHARTER-PARTY.

1. Under a charter-party a vessel was to proceed to a certain dock and be there loaded by the charterers before a certain day. In an action against the charterers for breach of contract, the defendants pleaded that they had no notice of the vessel's arrival at said dock, and of her being ready to receive cargo; "wherefore the defendants did not, nor could, load." *Held*, that the quoted words must be treated as an allegation that the defendants without said notice would not have fair means of knowing that the vessel had arrived, and that such notice was necessary.—*Stanton v. Austin*, L. R. 7 C. P. 651.

2. Under a charter-party a vessel was to carry a cargo, "the act of God, the queen's enemies, restraints of princes and rulers, and danger of the seas excepted." A bill of lading was signed referring to the charter-party, but excepting "the danger of the seas only." *Held*, that the single exception of danger of the seas in the bill of lading did not exclude the other perils mentioned in the charter-party.—*The San Roman*, L. R. 3 Ad. & Ec. 583.

CHILD-BEARING.—See AGE.

CLAY.—See MINES.

COLLISION.

1. A steam-tug by collision caused a vessel to go adrift, and the latter was rescued by the tug *W*. *Held*, that the *W*. was not disentitled to salvage by the fact that some of her owners were owners of the colliding tug.—*The Glengaber*, L. R. 3 Ad. & Ec. 534.

2. A schooner, close-hauled on the starboard tack, saw the starboard light and two towing-lights of a steam-tug three points upon her port bow about a mile off. The tug was towing a fully laden vessel against a head wind in open sea. The schooner kept her luff, and the tug kept its course and came into collision with the schooner. *Held*, that the tug alone was to blame for the collision.—*The Warrior*, L. R. 3 Ad. & Ec. 553.

COMPANY.

1. The defendant was appointed and acted as director of a company, thereby becoming liable for twenty-five shares. In ignorance of this, the defendant applied for twenty shares, thinking such action necessary to qualify him as director, and the shares were allotted to him. The company was ordered to be wound up. *Held*, that the defendant was properly

placed upon the list of contributors for forty-five shares.—*In re British and American Telegraph Co.*, L. R. 14 Eq. 316.

2. The secretary of a committee of shareholders, appointed to watch the proceedings of the directors of the company, was prosecuted by said directors for libel. The directors and the company were restrained at the suit of a shareholder from applying the funds of the company in payment of the costs of the libel suit, but were not, under the circumstances of the case, ordered to repay sums already so applied. *Per WICKENS, V. C.*, "The special powers, given either to the directors or to a majority, by the statutes or other constituent documents of the association, however absolute in terms, are always to be construed as subject to a paramount and inherent restriction that they are to be exercised in subjection to the special purposes of the original bond of association. This is not a mere canon of English municipal law, but a great and broad principle, which must be taken, in absence of proof to the contrary, as part of any given system of jurisprudence.—*Pickering v. Stephenson*, L. R. 14 Eq. 322.

3. By the articles of association of a company it was agreed that no dismissal of S., the manager, should be effectual, "unless the company should, if required by him, pay him the full amount of money paid upon the shares held by him in the company." S. paid £2000 on his shares; the company was wound up. S. was appointed one of the liquidators, and received £400 for his services. *Held*, that the winding up of the company was equivalent to the dismissal of S., who was therefore entitled to prove in the winding up for £2000, of which the £400 received by him as liquidator must be taken as part payment.—*In re Imperial Wine Company. Shirreff's Case*, L. R. 14 Eq. 417.

4. G., a shareholder in a limited company, transferred his shares to A., an infant, who transferred them to D., another infant, who transferred them to B. The transfers were all registered. B., who was *sui juris* at the date of the transfer, afterwards became bankrupt. *Held*, that G. continued liable as a member until the transfer to B. was registered, and that G.'s name must be placed on the list of contributories as a part shareholder.—*In re Contract Corporation. Gooch's Case*, L. R. 14 Eq. 454.

5. A company deposited deeds with a bank as collateral security for bills under discount, without conforming to the formalities required by the articles of association. *Held*, that the mortgage was valid and covered the whole amount due the bank from the company, when wound up.—*In re General Provident Assurance Co. Ex parte National Bank*, L. R. 14 Eq. 507.

See SURETY.

COMPOSITION.—See BANKRUPTCY, 2.

COMPROMISE.

In dealing with a compromise within the power of the parties to it, all that a court of justice has to do is to ascertain that the claim