

## DIGEST OF ENGLISH LAW REPORTS.

CARRIER.—See LUGGAGE.

CHARGE.—See DEED OF SETTLEMENT; PRIORITY.

CHARITY.

Devise of lands and tenements to the master, wardens, &c., of the Company of Merchant Taylors, "to this intent, and upon this condition, that they, the said master and wardens, shall yearly, every year, for ever, of and with the rents and profits of the said lands," provide for twelve poor men and twelve poor women of London certain garments of a specified price; with a direction that the chamberlain and town-clerk of London should see that the garments were given, receiving 10s. apiece out of the rents for so doing; and so that the whole residue of the rents the master and wardens should maintain and gather into a stock, and therewith repair, and, if need be, rebuild, the tenements; and in case they should be remiss in delivering the said garments, then others to enter and hold said lands, &c. At the death of the testator the income of the tenements was more than required for the said charity, and subsequently became very much greater. *Held*, that the company were not entitled to the surplus income for their own benefit, but were bound to apply it to charitable purposes.—*Merchant Taylors Co. v. Attorney-General*, L. R. 6 Ch. 512; s. c. L. R. 11 Eq. 35.

See LEGACY, 2, 3.

CHARTER.—See ULTRA VIRES.

CHARTER-PARTY.—See BILL OF LADING; FREIGHT, 2.

CODICIL.—See WILL, 2.

COMPANY.

1. By the articles of a company it was provided that a director should vacate his office if he participated in the profits of any contract with the company without declaring his interest therein to the other directors. It was *held* that this clause did not merely prescribe acts which would vacate the office of director, but that it made it lawful for a director to contract with the company on giving proper notice of his interest.—*Imperial Mercantile Credit Association v. Coleman*, L. R. 6 Ch. 558.

2. The plaintiff, a debenture holder, obtained judgment on the same against the defendant railway. Subsequently, a majority of debenture holders agreed, under the R. W. Companies Act of 1867, to a scheme of accepting stock in lieu of principal and arrears of interest due; but the plaintiff in no way assented to the scheme, and obtained execution on his judgment. The company prayed an injunction. *Held*, that the plaintiff was still a debenture holder, and bound by the scheme. Injunction

granted.—*Potteries, Shrewsbury and North Wales Railway Co. v. Minor*, L. R. 6 Ch. 621.

See EXECUTION.

COMPOSITION DEED.—See BILLS AND NOTES, 2.

CONDITION.—See BANKRUPTCY, 2; COVENANT 4; LEASE; SETTLEMENT, 3.

CONSIGNEE.—See BILL OF LADING.

CONSTRUCTION.

By statute, petroleum "shall include such rock oil, and oil made from petroleum, &c., as gives off inflammable vapor at a temperature of less than 100° F." *Held*, that petroleum proper, whether giving off inflammable vapor under 100° F. or not, was within the Act.—*Jones v. Cook*, L. R. 6 Q. B. 505.

See BILL OF LADING; CHARITY; COMPANY, 1; COVENANT, 3, 4; DEED OF SETTLEMENT; DEVISE; EXECUTION; GAMING; HACKNEY CARRIAGE; LEASE; LEGACY; RESERVATION; SETTLEMENT, 2, 3; TAX.

CONTRACT.—See ATTORNEY; COMPANY, 1; COVENANT, 1; FREIGHT, 1; LEASE; PRINCIPAL AND AGENT; SALE; SETTLEMENT, 3.

CONTRIBUTION.—See LEGACY, 1.

COPYRIGHT.—See AUTHOR.

CORPORATION.—See LEASE.

COSTS.

1. Costs of trustee who was served with, and appeared upon, a petition by tenant for life for payment of dividend, ordered to be paid out of the dividends.—*Ex parte Smithett*, L. R. 12 Eq. 111.

2. A wife instituted a suit against her husband for dissolution of marriage, but subsequently filed an application for its dismissal. The court ordered the application to stand over for a fortnight, that the wife's attorney might file his bill of costs, and obtain an order for their taxation.—*Dixon v. Dixon*, L. R. 2 P. & D. 253.

3. An executrix propounded a will, and a party pleaded undue influence, giving the executrix notice that he only intended to cross-examine the witnesses produced in support of the will. The party was *held* liable to the executrix for costs.—*Harrington v. Bowyer*, L. R. 2 P. & D. 264.

COUNSEL.—See ATTORNEY.

COURT.—See POWER.

COVENANT.

1. A., for himself, his heirs, executors, and administrators, covenanted by deed with B., his executors and administrators, that he would at any time thereafter, at the request of B., execute to B. a lease of certain premises, with certain covenants, for twenty-one years, to begin at the date of the agreement. No