

DIGEST OF ENGLISH LAW REPORTS.

read as follows: "The plating of the hull to be carefully overhauled and repaired [but if any new plating is required, the same to be paid for extra]." "Deck beams, ties, diagonal ties, main and spar deck stringers, and all iron work, to be in accordance with Lloyd's rules for classification." The words standing above in brackets were erased, but left legible, and were signed by certain initials. *Held*, in an action for extra pay for new plating, that, if new plating was required to render the ship 100 A 1 at Lloyd's the plaintiffs were obliged, according to the contract, to furnish it without extra pay, and that the erased words could not be used as proof of the intention of the parties. —*Inglis v. Buttery*, 3 App. Cas. 552.

2. Action for specific performance of an agreement by defendant to take at par 2,000 shares in the plaintiff company, at such times as should "be required for the purposes of the company." At the time of the above agreement, the directors of the company agreed to pay the defendant, "in consideration of his services," £4,000, by a draft payable in twelve months from date, and to be dated on the day when he should pay for the said 2,000 shares in full. The directors had no authority to issue shares below par. The defendant set up in defence that he had rendered no services to the company, and that the object of the two agreements was to issue shares to him at a discount; that the two agreements formed in fact only one contract, and the two parts were made separate, in order to enable the directors to evade said limit on their powers, and he asked to have his name removed from the list of subscribers. *Held*, that he must take and pay for the shares in full. He could not set up the fraud of the directors, in which he had colluded, in order to invalidate the contract, and the contract was divisible. He was left to another action to recover his £4,000 if he could.—*Odessa Tramways Co. v. Mendel*, 8 Ch. D. 235.

3. The plaintiff wrote the defendant's agent for the sale of a leasehold as follows: "In reference to Mr. J.'s premises . . . I think £800 . . . about the price I should be willing to give. Possession to be given me within fourteen days from date. . . . This offer is made subject to the conditions of the lease being modified to my solicitor's satisfaction, which I am informed can be done." A few days afterwards the agent wrote: "We are instructed to accept your offer of £800 for these premises, and have asked Mr. J.'s solicitor to prepare contract." The lease was modified as required by plaintiff's solicitor. *Held*, that the two let-

ters formed a complete contract.—*Bonnewell v. Jenkins*, 8 Ch. D. 70.

See CORPORATION; SALE, 1, 2; SURETY.

CONTRIBUTION.—See SALVAGE, 2.

CONVERSION.—See INSURANCE; SETTLEMENT, 2; WILL, 1, 5.

COPYRIGHT.

Defendant adapted a plan from a French novel and drama, in which it was found as a fact that he had introduced two unimportant "scenes or points" or "scenic representations" already used by plaintiff in an adaptation previously made by him, but which had no counterpart in the French original. *Held*, that, under the Dramatic Copyright Act, 3 & 4 Wm. 4, c. 15, § 2, the defendant was not liable, inasmuch as the portions taken were not material and substantial.—*Chatterton v. Cave*, 3 App. Cas. 483; s. c. L. R. 10 C. P. 572; 2 C. P. D. 42; 10 Am. Law Rev. 464; 11 id. 690.

CORPORATION.

By Act of Parliament, it was provided that every contract above £50, made by a public corporation like the defendant, should "be in writing, and sealed with the common seal" of the corporation. The jury found that the defendant corporation verbally authorized its agent to order plans for offices of the plaintiff; that the plans were made, submitted, and approved; that the offices were necessary, and the plans essential to their erection; but the offices were not built. *Held*, that the plaintiff could not recover. Distinction between trading and public corporations.—*Hunt v. The Wimbledon Local Board*, 3 C. P. D. 208.

See COMPANY.

COSTS.

Where a defendant admitted his liability for the debt sued on, and set up a counterclaim exceeding the plaintiff's in amount, the defendant was refused security for costs against the plaintiff, as being a foreigner, residing out of the jurisdiction.—*Winterfeld v. Bradnum*, 3 Q. B. D. 324.

See MORTGAGE, 1.

COVENANT.—See LANDLORD AND TENANT, 1, 3; PARTNERSHIP, 1.

COVERTURE.—See MARRIED WOMEN.

COVIN.—See JUDGMENT.

CY-PRES.—See BEQUEST.

DAMAGES.

In an action for damages, injury to plaintiff's buildings by the withdrawal of lateral support through mining operations carried on by the defendant on the adjacent land, a referee found £400 damages already accrued, and £150 prospective damages. *Held* (COCKBURN, C. J.,