

DIGEST OF ENGLISH LAW REPORTS.

of time or further security; one of the sureties failed and compounded with his creditors. The debt secured having become payable, the obligee required the principal to furnish another surety, and at his request the plaintiff gave a separate undertaking to the obligee to pay the debt in instalments; having paid it he filed a bill against the other surety for contribution. *Held*, that a co-suretyship was intended, and that the other surety must contribute.—*Whiting v. Burke*, L. R. 10 Eq. 539.

CONVERSION.—*See* CARRIER; ESTOPPEL, 2.

CORPORATION.—*See* SPECIFIC PERFORMANCE, 2.

COSTS.—*See* ARBITRATION; EQUITY PLEADING AND PRACTICE.

COVENANT.—*See* CONTRACT, 2; LANDLORD AND TENANT, 2.

CRIMINAL LAW.

1. An information charged that the defendant "in and upon L. (a member of the Legislative Assembly of a colony) did make an assault, and him, L., did then beat, wound, and ill-treat, in contempt of the Assembly, in violation of its dignity, and to the great obstruction of its business." Upon demurrer, *held*, that a common assault was charged with apt words, and that this effect was not taken away by the other words.—*Attorney-General of New South Wales v. Macpherson*, L. R. 3 P. C. 268.

2. A member of a firm, in order to cheat his partner, agreed with J. and P. to make it appear by false entries in the partnership books that P. was a creditor of the firm, and by these means to withdraw money from the firm, to be divided between them to the exclusion of the other partner. *Held*, that the agreement constituted a conspiracy, being a fraudulent combination to do acts which were wrongful, although not criminal.—*Regina v. Warburton*, L. R. C. C. 274.

DAMAGES.

1. The Court of Chancery will interfere to prevent a tenant for life from cutting down trees planted for ornament; but when the trees are cut down, the reversioner has no claim for damages unless some damage has been done to the inheritance.—*Ex parte Hastings*, L. R. 10 Eq. 465.

2. Land subject to restrictions and formerly used as a grave-yard was taken for a street by authority of an Act of Parliament. *Held*, that the measure of the compensation to be given to the owner was the value of the land in its former character, not what would be its value to the person acquiring it.—*Stebbing v. Metropolitan Board of Works*, L. R. 6 Q B. 37.

3. The plaintiff was a lessee, and assigned his lease to the defendant upon his agreement to indemnify the plaintiff against breach of the covenants therein. The lessor brought an action for a breach against the plaintiff, who proposed to the defendant to come in and defend; the defendant declined, and the plaintiff paid the money into court, and brought this action. *Held*, that the plaintiff was entitled to recover, in addition to the damages paid, all the costs incurred, including every thing that his attorney could recover against him.—*Howard v. Lovegrove*, L. R. 6 Ex. 43.

4. A. possessed a lease which could not be assigned without the lessor's consent; he contracted to sell it to the defendants, but the consent was never obtained. The defendants in good faith agreed to sell their interest to the plaintiffs, who paid a deposit. Having failed to obtain the lessor's consent to the assignment, the defendants failed to make a good title. *Held*, that the defendants, having acted in good faith, the plaintiffs could recover only the deposit and expenses, and not damages for loss of the bargain.—*Bain v. Fothergill*, L. R. 6 Ex. 59.

See RAILWAY.

DEBTOR AND CREDITOR.—*See* ASSIGNMENT, 2; EXECUTOR, 2; FRAUDULENT CONVEYANCE; PRINCIPAL AND AGENT, 3.

DELIVERY.—*See* ESTOPPEL, 2.

DEVIATION.—*See* INSURANCE, 2.

DIRECTORS.—*See* COMPANY; ULTRA VIRES, 2.

DIVORCE.

A woman who was married and domiciled in England, was deserted by her husband; she went to America and resided in Iowa two years and a half; at the end of that time she petitioned the proper court of that State for a divorce by reason of her husband's adultery and desertion, causes which would have entitled her to a divorce in England; in the absence of her husband a notice of the proceedings was advertised by order of the Court and the facts being proved, the divorce was granted. *Held*, that there was no evidence that the woman ever obtained a domicile in Iowa; and that the divorce obtained there did not invalidate the English marriage.—*Shaw v. Attorney-General*, L. R. 2 P. & D. 156.

DOMICIL.—*See* DIVORCE.

ELECTION.

Real estate was devised in trust for testator's wife for life, and after her decease to sell for the benefit of his children as she should appoint; she appointed to his three sons equally. Afterwards by will she purported