

## DIGEST OF ENGLISH LAW REPORTS.

chaser, *quare*.—*Ireland v. Livingston*, L. R. 5 H. L. 395.

See CHARTER-PARTY; INSURANCE; SALE.

CONVEYANCE ON SALE.—See CONSTRUCTION OF STATUTE, 2.

CONVERSION OF SHARES.—See WILL, 1.

COPY.—See COVENANT.

CO-RESPONDENT.—See COSTS; DIVORCE, 3.

## COSTS.

Costs against the co-respondent in trial for divorce on the ground of adultery, where a decree *visi* was granted, will not be remitted, although a petition to make the decree absolute is dismissed on the ground of subsequent adultery of the petitioner.—*Hulse v. Hulse et al.*, L. R. 2 P. & D. 357.

See COMPANY, 2; DIVORCE, 2; LETTERS-PATENT, 2.

COUNSELLOR.—See BARRISTER AND ADVOCATE.

## COVENANT.

A legal and reasonable covenant in a separation deed will be enforced, although some parts of the deed are invalid. A husband cannot keep and use copies of his wife's private papers, which he has covenanted in a separation deed to give up.—*Hamilton v. Hector*, L. R. 13 Eq. 511.

See CONSTRUCTION OF STATUTE, 2; INJUNCTION, 3; LANDLORD AND TENANT, 1, 3; RAILWAY, 1.

CREDITOR.—See COMPANY, 4; PROOF OF CLAIM.

CRIMINAL LAW.—See INDICTMENT.

CROWN.—See PREROGATIVE OF CROWN.

CUMULATIVE LEGACY.—See LEGACY, 1.

CURATOR BONIS.—See LUNATIC.

## CUSTODY OF CHILD.

The appellant was widow of a British subject in India, professing the Christian religion, and of their marriage the child in question was born. After the death of the husband, appellant lived with a man professing the Christian religion, and having a Christian wife. Subsequently appellant and the man with whom she lived professed the Mahomedan faith, and a Mahomedan marriage was alleged to have been performed. The child remained with her mother until ordered by the judge at Meerut to be given into the custody of a Christian guardian. She was then fourteen years of age, and professed the Mahomedan religion. *Held*, that the order be confirmed, and the appeal from it dismissed.—*Skinner v. Orde et al.*, L. R. 4 P. C. 60.

## CY PRES.

A fund was raised to build a church for persons who could not speak English, where

service might be held in *Gaelic*. No *Gaelic* clergyman could be found, and not persons enough speaking that language to attend the service, and the fund was used to found the *Caledonian Asylum*. Petition was afterwards made setting forth that a *Gaelic*-speaking clergyman and audience were forthcoming if there were a church. *Held*, that the fund should not be diverted from the *Asylum*.—*Attorney-General v. Stewart*, L. R. 14 Eq. 17.

## DAMAGES.

1. Defendant unlawfully washed his van in the street, and let the water run off into a grating twenty-five yards distant. The grating, unknown to defendant, was frozen over, and the water ran into the street and formed ice. Plaintiff's horse fell thereon and broke his leg. Damage *held* too remote to make defendant liable.—*Sharp v. Powell*, L. R. 7 C. P. 253.

2. Plaintiff was owner of a mansion, in the rear of which was a garden running down to the Thames, and separated from it by a wall. At high tide the water came up to the wall, so that boats could be loaded and unloaded at a door in the wall. At low tide he reached the water by a paved jetty running from the door to the water, and kept in repair at his expense. The river was filled up by a company under authority of Parliament, a strip of dry land formed between the water and the garden wall, and on the side of this strip, next the water, a road was opened. The claim for compensation was referred to an arbitrator, who took into account the loss of privacy and quiet by reason of the loss of the river frontage, the loss of said frontage, and the great amount of noise and traffic and dust on the road, thus arriving at a conclusion as to how much less on the whole a man would give for the property for the only use it could be put to with profit, than it would have fetched before the alterations. *Held*, that the award must be sustained.—*The Duke of Buccleugh v. The Metropolitan Board of Works*, L. R. 5 H. L. 413.

See PROXIMATE AND REMOTE CAUSE.

## DEBT.

A husband under a power of apportionment in a marriage settlement afterwards appointed a sum to a son. Upon the husband's death his executors claimed that this sum was a debt of the deceased, and it was so *held*.—*The Lord Advocate of Scotland v. Hogart*, L. R. 2 H. L. (Sc.) 217.

See WILL, 5.

DECREE NISI.—See COSTS; DIVORCE, 2.