

DIGEST OF ENGLISH LAW REPORTS.

Credit Co. of Ireland. Ex parte Overend, Gurney & Co., L. R. 4 Ch. 460.

See LANDLORD AND TENANT, 2; LIBEL, 2; STATUTE, 1.

COMPOSITION DEED—See BANKRUPTCY, 6.

CONDITION—See COMPANY, 4; CONTRACT; DEVISE, 1; INSURANCE, 2; MORTGAGE, 1.

CONDITIONAL LIMITATION—See FORFEITURE; PERPETUITY.

CONFIDENTIAL RELATION—See BOND; TRUST, 3; WILL, 12.

CONFLICT OF LAWS.

The legislature of Jamaica passed an act indemnifying the defendant in respect of all acts done by him in suppressing of the rebellion in that island, and this act was assented to by the defendant in his capacity of governor. He was subsequently sued in England for trespasses which were within said act. *Held*, that the act was a bar to the suit, and that his having aided in its enactment, as above, made no difference.—*Phillips v. Eyre*, L. R. 4 Q. B. 225.

See COLLISION, 3.

CONFUSION—See TRUST, 4.

CONSIDERATION—See BOND; ILLEGAL CONTRACT; LANDLORD AND TENANT, 2.

CONSTRUCTION OF INSTRUMENTS AND STATUTES—See CARRIER, 1, 2; CHARITY, 2; CONTRACT; COPYRIGHT; COURT; COVENANT, 2; DEED; DEVISE, 1; EXECUTOR AND ADMINISTRATOR, 1; FORFEITURE; INSURANCE; LEGACY; MORTGAGE, 2; PARLIAMENT; PERPETUITY; POWER; STATUTE; SUCCESSION DUTY; WILL, 7-14.

CONTEMPT—See PRODUCTION OF DOCUMENTS.

CONTINGENT INTEREST—See BANKRUPTCY, 3.

CONTRACT.

Plaintiff shipped under articles drawn in pursuance of the Merchant Shipping Act 1854, for a voyage from Shields to Alexandria, and, if required, to ports in the Mediterranean, Black Sea, Danube, &c., and home to the final port of discharge in Europe; the voyage not expected to exceed twelve months. "In consideration of which service to be duly performed," he was to receive 5*l.* 10*s.* wages per month. During the voyage the plaintiff was guilty of drunkenness and insubordinate conduct, and by his own negligence only he was left behind at a port on the Danube. He did not, however, desert. *Held* (*Per BYLES & MONTAGUE SMITH, JJ.*), that plaintiff was entitled to recover wages up to the time when he was left behind. (*Per BRETT, J.*) that construing the articles with the Act, performance of, or readiness to perform the stipulated services throughout the whole voyage was a condition

precedent to the right to wages.—*Button v. Thompson*, L. R. 4 C. P. 330.

See COMPANY, 1, 3, 4; DAMAGES; ILLEGAL CONTRACT; LANDLORD AND TENANT, 2; SALE; VENDOR AND PURCHASER OF REAL ESTATE.

CONTRIBUTION—See DEVISE, 2.

COPYRIGHT.

Under the Copyright Act (5 & 6 Vict. c. 45), the assignor of a copyright may retain copies of the work, and may sell them after his assignment, unless there is a contrary stipulation.—*Taylor v. Pillow*, L. R. 7 Eq. 418.

CORPORATION—See COMPANY.

COSTS—See EXECUTOR AND ADMINISTRATOR, 4; MORTGAGE, 2; NUISANCE, 1, 2; PARTITION.

COURT.

Under a statute appointing certain officers commissioners of oyer and terminer, and empowering "any two or more of them to inquire of, hear, determine, and adjudge" certain offences, only one member of the commission need actually sit at the trial, if another member is sitting at the same sessions, though in another court.

Per MELLOR, LUSH & HAYES, JJ., COOKBURN, C.J., Dissentiente, if a second judge were required, the same one need not be present through the whole trial.—*Levenson v. The Queen*, L. R. 4 Q. B. 394.

COVENANT.

1. One who takes an underlease is bound by all the covenants in the original lease.—*Feilden v. Slater*, L. R. 7 Eq. 523.

2. The sale of spirits in bottles by a groper is a breach of a covenant that premises shall not be used "as an inn, public-house, or tap-room, or for the sale of spirituous liquors."—*Ib.*

See EASEMENT; TRUST, 1.

CREDITOR—See EXECUTOR AND ADMINISTRATOR, 2; FRAUDULENT CONVEYANCE.

CRIMINAL LAW—See ASSAULT; COURT; DEATH, 1; EVIDENCE, 2; WRIT OF RESTITUTION.

CURTSEY—See BANKRUPTCY, 3.

CUSTOM—See SALE, 2, 3.

DAMAGES.

A. purchased jute, to be at the risk of the sellers till the prompt day. A. paid a deposit, and received the warehouseman's weight notes from the seller. These A. deposited with B. as a security for advances made to A. by C.; and B. agreed to hold them for C. The jute having been destroyed by fire before the prompt day, B. gave up the notes to A. without authority from C., and A. gave them to