

DIGEST OF ENGLISH LAW REPORTS.

obligation to communicate what he knew.—*Dicconson v. Tulbot*, L. R. 6 Ch. 32.

CONFLICT OF LAWS.

1. By the Dutch Indian law, all the property of husband and wife are brought into community at marriage; this community may be excluded by contract executed before marriage; but no such contracts affect third parties till registered. M. and his wife were married at Batavia and made a contract before marriage by which 75,000 guilders were settled upon the wife for her separate use; this contract was not registered. They came to England where M. became bankrupt and the wife claimed to prove against his estate for 75,000 guilders. *Held*, that the law with respect to registration did not affect the contract, but only the remedy; and that the wife could prove, being entitled to do so by the *lex fori*.—*Ex parte Melbourn*, L. R. 6 Ch. 64.

2. The Governor, Legislative Council, and Assembly of Jamaica, passed an Act indemnifying the defendant and other officers for all acts done in suppression of a rebellion there. The defendant was the governor, and was a necessary party to the passing of the Act. An action was brought in England for trespasses within the Act. *Held*, that it was competent for the Legislature to ratify the Acts which had been done, and that the effect was to take away the plaintiff's right of action in England; also, that it was no objection to its validity that the defendant was a party to the Act as governor.—*Phillips v. Eyre*, L. R. 6 Q. B. (Ex. Ch.) 1; s. c. L. R. 4 Q. B. 225; 4 Am. Law Rev. 97.

See DIVORCE.

CONSPIRACY.—*See* CRIMINAL LAW, 2

CONSTRUCTION.—*See* CHARGE, 2; CHARTER PARTY, 1; CONTRACT, 1, 2; EXONERATION; FORFEITURE; FRAUDS. STATUTE OF; GUARANTY; INSURANCE, 2, 4, 5; LIMITATIONS, STATUTE OF; PARTNERSHIP; SETTLEMENT, 2, 3; STATUTE; ULTRA VIRES; WILL.

CONTINGENT REMAINDER.—*See* WILL, 7.

CONTRACT.

1. L. leased certain lands with the mines thereunder; the lease contained this clause: "Yielding and paying unto the said L., his heirs, &c., for every quantity of 2520 lbs. of coal, &c., the produce of any lands or mines not intended to be included in the present demise, but which shall be raised within the distance of twenty miles, and shall be brought, over, or under the said lands, &c., the royalty or sum of one half-penny." The lessee underlet the premises to a railway company, which

erected sidings upon them, and used them for the purpose of shunting trains till they could be sent forward on the main line; some of the trains contained coal, &c., from other lands within twenty miles. *Held*, that the coals were brought "over" the land within the meaning of the proviso.—*Great Western Railway Co. v. Rous*, L. R. 4 H. L. 650.

2. Lease by the plaintiff to the defendant of pits of clay under the plaintiff's lands, with liberty to enter upon such lands and dig for and carry away all such pipe, potter's and other merchantable clays in such lands, for the term of twelve years, paying in respect of all clays obtained from the lands certain royalties; the defendant among other things covenanted to dig and remove from the lands, "in pursuance of the grant or demise hereby made, an aggregate amount of not less than 1000 tons, nor a larger quantity than 2000 tons, of pipe or potter's clay" yearly. Breach, that the defendant had not dug an aggregate amount of not less than 1000 tons. Plea, that there were not 1000 tons under the lands. *Held*, that the covenant only fixed the rate at which the clay under the land should be worked and that as there was no clay, there was no breach.—*Clifford v. Watts*, L. R. 5 C. P. 577.

3. M. was employed by an insurance company as their agent for five years, at a salary of £500 yearly, and a commission of 10 per cent. on the profits of each year. Before the end of the five years the company was wound up. *Held*, that he was entitled to the estimated value of his salary till the end of the five years, but had no claim for commission since the winding up.—*Ex parte Maclure*, L. R. 5 Ch. 737.

4. The defendant promised to marry the plaintiff upon the death of the defendant's father. An action was brought while the father was still alive, but the defendant had positively refused ever to marry the plaintiff. *Held* (MARTIN, B., dissenting), that there was no breach of the contract.—*Frost v. Knight*, L. R. 5 Ex. 322.

See ASSIGNMENT, 1; BILLS AND NOTES, 2; CARRIER; CHARTER PARTY; CONFLICT OF LAWS, 1; DAMAGES, 3, 4; ESTOPPEL, 1; FRAUDS, STATUTE OF; GUARANTY; PRINCIPAL AND AGENT, 4; SPECIFIC PERFORMANCE; ULTRA VIRES, 1; VENDOR AND PURCHASER, 1, 2.

CONTRIBUTION.

A bond was given by a principal and two sureties; by its terms neither of them was to be discharged by any arrangement between the principal and obligee either for extension