

See *Agent*, 1; *Consideration*; *Damages*, 1; *Evidence*, 2; *Illegal Contract*; *Insurance*; *Interest*; *Rescission*; *Surety*; *Tax*, 1.

*Contributory Negligence*.—See *Negligence*, 1, 2; *Railroad*.

*Conviction*.—See *Judgment*, 2.

*Corporation*.—1. In general, the forfeiture of a corporate franchise can be taken advantage of only by the State; but where a corporation chartered to erect and maintain a bridge, with power to take tolls on the same for twenty years, brought an action to recover tolls, it was held that the defendant might show that the twenty years had expired.—*Grand Rapids Bridge Co. v. Prange*, 35 Mich. 400.

2. A corporation is liable in an action of tort for the fraud and deceit of its agent in making a sale.—*Peebles v. Patapsco Guano Co.*, 77 N. C. 233.

3. Bringing an action to recover damages for wrongful expulsion from a corporation is a waiver of the plaintiff's right to be restored to membership by mandamus.—*State v. Lipa*, 28 Ohio St. 665.

4. One stockholder in a corporation cannot maintain an action at law against the directors for damages suffered by him, in common with other stockholders, by their negligence.—*Craig v. Gregg*, 83 Penn. St. 19.

See *Trust*, 1, 2, 3.

*Costs*.—See *Tender*, 2.

*County*.—See *Charity*, 2; *Contract*.

*Coupon*.—See *Negotiable Instruments*.

*Covenant*.—By the terms of a lease, wherein the parties covenanted for themselves, their heirs and executors (not naming assigns), the lessee agreed to put in certain fixtures, and the lessor to buy the same at a reasonable price. Held, that the parties' assignees were not bound.—*Hansen v. Meyer*, 81 Ill. 321.

*Creditor*.—See *Fraudulent Conveyance*, 1.

*Criminal Law*.—See *Evidence*, 1, 3, 7; *Game*; *Indictment*; *Judgment*, 2; *Larceny*; *Reprieve*.

*Crops*.—See *Fraudulent Conveyance*, 2.

*Custom*.—See *Evidence*, 2.

*Damages*.—1. A. undertook to sell the goods of B., to provide a room, a team, and other necessary means for carrying on the business, and to devote all his time to it; and B. agreed to furnish him with all the goods he could sell, at a price twenty-five per cent. below the retail rate. In an action by A. against B. for breach

of this agreement, held, that A. could recover only the value of his time, and not the profits he might have made from sales, if the goods had been supplied as agreed. *Howe Machine Co. v. Bryson*, 44 Iowa, 159.

2. Action for ejecting plaintiff from defendant's cars, for non-payment of the fare established by defendant's rules, plaintiff having tendered what he claimed, and what was ultimately held by the court, to be the lawful fare. Held, that defendant might introduce evidence of plaintiff's subsequent declarations, to show that he took passage in order to test the question of fares, and expecting to be ejected, and to make money out of the transaction; and that this, being shown, was a bar to his recovery of exemplary damages.—*Cincinnati, Dayton & Hamilton R. R. Co. v. Cole*, 29 Ohio St. 126.

See *Interest*; *Libel*.

*Deceit*.—See *Corporation*, 2.

*Deed*.—See *Evidence*, 6; *Mistake*.

*Deposit*.—See *Tax*, 1.

*Devise and Legacy*.—A bequest of three-quarters of the principal and interest on a bond given to the testator, held, a specific legacy, and not to be made up out of the general assets, the estate being insolvent.—*Titus v. McLanahan*, 2 Del. Ch. 200.

2. Under a gift by will of income to a man and his wife for life, each is entitled to one-half the income.—See *v. Zubriskie*, 28 N. J. Eq. 422.

3. Testator gave to each of his children a pecuniary legacy "when the youngest shall arrive at the age of twelve years," and directed that his widow and children should hold all his estate in common till that time. Held, that the legacies were vested.—*Sutton v. West*, 77 N. C. 429.

4. The rules of a benevolent society provided for the payment of a sum, on the decease of any member, to his family, as described in the rules, if not otherwise directed by him before his death. A member died, bequeathing his estate and property, real, personal, and mixed. Held, that this bequest was not an execution of his power over the fund due from the society.—*Arthur v. Odd Fellows' Beneficial Association*, 29 Ohio St. 557.

5. A testator gave his wife a legacy in lieu of dower, directed his executors to sell all his