

DIGEST OF ENGLISH LAW REPORTS.

regulation lights could not be seen by a sailing vessel coming up the stream; a common lantern was hung out on the side towards the sailing vessel, but it was not seen by those on the latter. *Held*, that the steamer should have exhibited her riding lights, or used as a warning signal the very best lights she had on board; and that the failure so to do was negligence.—*The John Fenwick*, L. R. 3 Adm. and Ec. 500.

COMITY.—*See* FOREIGN JUDGMENT.

COMMON CARRIER.

Defendant owned barges, and let them to carry goods between various termini. The goods of one customer only were carried at a time, and the customer fixed the termini of the trip in each instance. *Held*, a common carrier.—*Liver Alkali Co. v. Johnson*, L. R. 7 Ex. 267.

COMPANY.

1. Company A. was amalgamated with company B, and the shareholders of company A. were at liberty to take shares in the new company. A shareholder applied for shares, agreeing to take the same, and asking to have his name inserted in the shareholders' register, and he was duly allotted shares. He subsequently withdrew his application. *Held*, on the winding up of the new company, that he was a shareholder, and that the directors had no right to release him.—*In re United Ports Company*, L. R. 13 Eq. 474.

2. An insurance company, unregistered and limited, became insolvent, and registered as an unlimited company. *Held*, that the shareholders were not liable beyond the amount of their shares, except for the costs of winding up.—*Leithbridge v. Adams*, L. R. 13 Eq. 547.

3. A. transferred to B. shares in a joint-stock company, numbered as stated in the transfer. A. had no shares thus numbered, but was owner of the same number of shares bearing different numbers. *Held*, that the transfer was good, and that B. was a contributory.—*In re International Contract Company*, L. R. 7 Ch. 485.

4. A railway company loaned money to a hotel company to build a hotel at the terminus of the railway, and took as security shares in the hotel company, which were placed in the hands of trustees, who had power to sell them and pay off the debt. The railway company afterwards purchased the hotel, and the hotel company was wound up. *Held*, that the railway company were creditors and not shareholders in respect of the loan, and the shares deposited with trustees.—*In re City Terminus Hotel Company*, L. R. 14 Eq. 10.

See EQUITY; RAILWAY, 1; ULTRA VIRES.

COMPENSATION.—*See* DAMAGES, 2.

COMPETENCY.—*See* EVIDENCE, 3.

COMPOSITION.—*See* BANKRUPTCY, 1.

CONDITION.—*See* CONDITION PRECEDENT.

CONDITION PRECEDENT.

The words of a Railway Act as to damages were affirmative, that upon notice to treat, agreement and award, and payment or tender of the award, the latter should vest the power in the company. *Held*, that notice to treat and the subsequent proceedings were not a condition precedent to the rights of the company conferred by the Act.—*Jones v. Stanstead, Shefford, & Chamblay R. R. Company*, L. R. 4 P. C. 98.

See CHARTER-PARTY.

CONFESSION.

Two boys, eight and nine years old, were apprehended for misdemeanor, and the mother of one said to them in presence of the policeman, "You had better, as good boys, confess." Whereupon they confessed. *Held*, that the confession was admissible.—*The Queen v. Reeve et al.*, L. R. C. C. R. 362.

CONFLICT OF LAWS.—*See* BANKRUPTCY, 2.

CONSIDERATION.—*See* CONTRACT, 3; DEED.

CONSTRUCTION.

1. Testator by apt words devised all his personal and real property absolutely to S., a married woman, and added a trust as to the real estate, and wound up with this clause: "And as to the personal property so given, as aforesaid, to the said S., to and for her sole and proper use and benefit for ever. . . the proceeds to be applied" in bringing up her children. *Held*, an absolute gift as to the personalty.

2. A testatrix, in a document styled her "last will and testament," named an executor, and gave certain legacies, among them this: "To W. and E.'s three children £10 each, and my furniture to be equally divided amongst them." She wound up thus: "After these legacies are paid I leave to my sister S. to be equally divided amongst her children or grandchildren." W. and E. had four children. *Held*, that each child of W. and E. took £10 and a quarter of the furniture, and that the last clause was a good gift of the residue.—*In re Bassett's Estate, Perkins v. Fladgate*, L. R. 14 Eq. 54.

3. The words "legal representatives in due course of administration," in a marriage settlement, were held to mean next of kin, and not executors and administrators.—*Briggs v. Up-ton*, L. R. 7 ch. 370.

4. A gift for life of a business and perishable