

## DIGEST OF ENGLISH LAW REPORTS.

## CONTEMPT.

Inferior courts of record have no power at common law to punish for contempt out of court.—*Queen v. Lefroy*, L. R. 8 Q. B. 134.

## CONTRACT.

1. By agreement between C. and W., C. was to lease certain lots of land for ninety-nine years, at a certain rent to be apportioned as thereafter mentioned. W. was to build on plot P. twenty houses, on plot B. eight, on plot G. ten, and on plot Y. five houses. Separate leases of plot B. and of plot G. were to be made as soon as the houses on these lots respectively were covered in. W. assigned this agreement to the plaintiff, who completed the houses on plots B. and G. and then claimed leases of those plots. *Held*, that as the condition precedent to granting such leases had been performed, leases must be granted to the plaintiff of lots B. and G., although he refused to perform the remainder of the agreement.—*Wilkinson v. Clements*, L. R. 8 Ch. 96.

2. The defendants agreed with the plaintiffs to supply 6000 tons of coal to be delivered in equal monthly quantities during the period of twelve months, from the 1st July, 1871. During July the plaintiffs took only 153 tons, and the defendants thereupon declared the contract cancelled and refused to deliver any more coal. *Held*, that the plaintiffs' failure to remove the coal as agreed did not justify the defendants in cancelling the contract.—*Simpson v. Crippin*, L. R. 8 Q. B. 14.

3. The contract of a drunken man is voidable, not void. *Matthews v. Baxter*, L. R. 8 Ex. 133.  
See BANKRUPTCY, 3; COVENANT; DAMAGES, 2-5; INTEREST; LETTER; NEGLIGENCE, 3; PARTNERSHIP; SURETY; VENDOR AND PURCHASER.

CONTRIBUTION.—See DEVISE, 1.

CONVERSION.—See TROVER.

## COPYRIGHT.

The defendant published an account of the life of Napoleon III. containing "the same story as told by popular caricaturists." The book contained, among many others, nine caricatures in a reduced form, taken, without consent, from woodcuts in *Punch*. *Held*, that a substantial part of *Punch* had been appropriated, and that there was an infringement of copyright.—*Bradbury v. Hotten*, L. R. 8 Ex. 1.

COSTS.—See EJECTMENT.

COURT.—See JURISDICTION.

## COVENANT.

1. The clerk of a brewery firm covenanted that during his service, or within two years thereafter, he would not sell or recommend on his own account, or for any other person, any

Burton ale or ale brewed at Burton, or offered for sale as such, other than the ale brewed by said firm. *Held*, that the covenant was void.—*Allsopp v. Wheatecroft*, L. R. 25 Eq. 59.

2. The defendant covenanted not to carry on a public-house within half a mile of the plaintiff's premises. *Held*, that said half-mile must be measured in a straight line, not by the nearest available mode of access between the two houses.—*Moufflet v. Cole*, L. R. 8 Ex. (Ex. Ch.) 32 s. c. L. R. 7 Ex. 70; 7 Am. Law Rev. 687.

See CONTRACT, 2.

## CY-PRES.

Trustees had power to apply a portion of a fund towards "purchase of or effecting W.'s promotion in the army." Before the trustees had advanced the whole of such portion, purchasing commissions in the army was abolished by law. *Held*, that the remainder of said portion could not be applied for the advancement or benefit of W.—*In re Ward's Trusts*, L. R. 7 Ch. 727.

## DAMAGES.

1. Coal was taken by the defendant company from the colliery of another company without fraudulent intent. *Held*, that the defendant was liable for the market value of the coal at the pit's mouth, less the actual disbursements for severing and bringing it to the surface.—*In re United Merthyr Collieries Co.*, L. R. 15 Eq. 46.

2. The plaintiff had a contract for furnishing a certain number of shoes at an exceptionally high price of 4s. per pair if delivered February 3. The plaintiff delivered the shoes to a railway Company, with notice that if they were not delivered on said day they would be thrown on the plaintiff's hands. Said company failed to deliver the shoes in time, and they were sold at 2s. 9d. per pair, the market price. *Held*, that, in absence of notice of said contract price, the plaintiff could not recover as damages the difference between the market price and said contract price.—*Horne v. Midland Railway Co.*, L. R. 8 C. P. (Ex. Ch.) 131; s. c. L. R. 7 C. P. 583; 7 Am. Law Rev. 471.

3. Declaration for breach of an agreement whereby, in consideration of L.'s paying £50 for good-will, £100 for painting, &c., and £75 annual rent, W. was to sell the trade fixtures and effects of an inn to L. "And by way of making this agreement binding, each of the above contracting parties have deposited in the hands of H. the sum of \$40 each; and either party failing to complete this agreement shall forfeit to the other his deposit money as and for liquidated damages." Demurrer and plea that L. had sued H. for said deposit in his hands "as and for liquidated damages in respect of the said breaches," and had recovered judgment. De-