

the way, we believe that women are voters and "lawyers" in Wyoming.—*Albany Law Journal*.

**MISTAKE IN SEARCH.**—In *Siewers v. Commonwealth*, 6 Week. Not. Cas. 17, recently decided by the Supreme Court of Pennsylvania, it is held that, while a recording officer who furnishes a search is not liable for a mistake in it, except to the person who employs him, he may by affirming its correctness to another become liable for a mistake therein to such other. In this case a prothonotary made a search for one Anthony who desired to borrow money. Anthony paid for the search and took with it the certificate of the prothonotary to its correctness to one Beck from whom, as agent for one Housman, he expected to borrow the money. Beck not relying on the search went with Anthony to the prothonotary who reaffirmed its correctness, and at Beck's request made a new search of his index, and returned the search to Beck again, affirming its correctness. Beck thereupon lent the money upon the security of a judgment note. It turned out that there was a judgment against Anthony which was omitted from the search. It was held that there was a republication of the original search rendering the prothonotary liable to Housman for the injury resulting to him from the omitted judgment. See, as to the general rule limiting the responsibility of the searching officer to the person for whom the search is made, *Commonwealth v. Harmer*, 6 Phila. 90; *Housman v. Girard Mut. Build. Assoc.*, 31 P. F. Smith, 256; *Hoodv. Fahnestock*, 8 Watts, 489; *Brocken v. Miller*, 4 W. & S. 110.

**COURTS.**—Court, says Cowell, is the house where the king remaineth with his retinue; also, the place where justice is administered. These two meanings were in the beginning closely connected. For, in early English history, when the king was actually the fountain and dispenser of justice, nothing could be more natural than that subjects aggrieved by the conduct of powerful barons, or complaining of each other's shortcomings or misconduct, should use the expression "the court," in speaking of the journey to the place where the king was domiciled, and the application to him preferred, usually, in the court (*curia* or *curtis*) of the palace for interference and redress. Anciently, the "court," for judicial purposes, was the king and

his immediate attendants; later, it meant, in the judicial sense, those to whom he had delegated the authority to determine controversies and dispense justice, but who still sojourned or travelled with him. It was an important stipulation in Magna Charta, that the court (speaking judicially) should no longer migrate with the royal progresses, but should be held at some settled place; which was carried into effect by the organization of *aula regia*, q. v. Now, the word court might well have been changed for some more appropriate substitute. But names are more enduring than things. Court continued in use in the sense of a tribunal of justice; an authority organized to hear and determine controversies in the exercise of judicial power.—*Abbott's Law Dictionary*.

### DIGEST OF ENGLISH DECISIONS.

[Continued from p. 492.]

*Company.*—2. The plaintiff brought an action to recover the sum paid for shares in the defendant company, proving that he was induced to take the shares by fraud of the directors. A resolution had been passed for voluntarily winding up the company; and the assets, including the uncalled capital, were insufficient to pay its debts. *Held*, that the plaintiff had no case.—*Stone v. The City & County Bank, Limited*. *Collins v. Same*, 3 C. P. D. 282.

3. In 1872, one E., having contracted with J., the owner of a colliery, to get up a company to purchase the colliery, for which J. was to have £4,500 cash and £11,000 shares, made an arrangement with S. that S. should get up a company to purchase the colliery for £25,000 cash and £25,000 shares, the balance to be divided equally between E. and S. S. started the company, and got the six directors to act, and undertook that they should be at no expense. J. and E. contracted to sell the property to a trustee for the company on the terms agreed by E. and S. A clause in the company's articles stated that the directors were "authorized and empowered" to repay themselves out of the capital all the "expenses whatsoever incurred in the formation of the company." The qualification of a director was fifty shares paid-up stock. By an agreement between S. and the directors, S. received £3,500 "for pre-