

DIGEST OF ENGLISH LAW REPORTS.

directors of," &c., "do promise to pay," &c., with the company's seal affixed. *Held*, that the directors were personally liable.—*Dutton v. Marsh*, L. R. 6 Q. B. 361.

See BILL OF LADING; CONTRACT, 3; PARTNERSHIP; SET-OFF.

BOND.—*See* BILLS AND NOTES, 1, 3; SURETY.

BROKER.—*See* CONTRACT, 2; STOCK EXCHANGE.

BURDEN OF PROOF.—*See* PRESUMPTION.

CARGO.—*See* FREIGHT.

CARRIER.—*See* NEGLIGENCE, 2.

CHARGE.—*See* NONSUIT.

CHARTER-PARTY.—*See* FREIGHT.

CLASS.—*See* DEVISE, 12; PERPETUITY, 1.

CODICIL.—*See* ILLEGIMATE CHILDREN, 1; LEGACY 4.

COMPANY

1. One company agreed to transfer its business to another; the shareholders in the first to become shareholders in the second. Certificates of shares in the second company were sent to the shareholders in the first, with blank receipts therefor. *Held*, that a shareholder in the first company, filling out and returning the receipt sent him, was a shareholder in the second; but a shareholder taking no notice of the communication did not become shareholder in the second company.—*Challis's Case*, L. R. 6 Ch. 266.

2. The M. Insurance Co. agreed to amalgamate with the A. Insurance Co., and notice thereof was sent to S., a policy-holder in the M. Co., with directions for surrendering his policy and obtaining a new one in the A. Co. S. did not surrender his policy, but on subsequently receiving a notice of an allotment of profits from the A. Co., he accepted a sum allotted to him. *Held*, that S. had adopted the liability of the A. Co. in substitution for that of the M. Co.—*Spencer's Case*, L. R. 6 Ch. 362.

3. F. was a policy-holder in the N. F. Insurance Co., and shareholder in a second company, and both companies amalgamated with a third, which assumed their liabilities. *Held*, that F. became a member of the new company, and lost his claim against the separate assets of the N. F. Co.—*Fleming's Case*, L. R. 6 Ch. 393.

See SHAREHOLDER.

CONDITION.

A company was empowered to sell certain lands, provided it should "first offer the same to the person or persons of whom the same were purchased by the said company." *Held*, that the right of pre-emption was limited to the actual person who sold, and did not extend to such person's representatives.—*Highgate Archway Co. v. Jeakes*, L. R. 12 Eq. 9.

See APPORTIONMENT, 2; CONTRACT, 1; EJECTMENT; MORTGAGE, 3; VENDOR AND PURCHASER.

CONSIDERATION.—*See* SETTLEMENT.

CONSIGNEE.—*See* PRINCIPAL AND AGENT.

CONSTRUCTION.—*See* BILLS AND NOTES, 3; CONTRACT, 3; DEVISE; FOREIGN ENLISTMENT ACT; FORFEITURE; FREIGHT; HUSBAND AND WIFE; ILLEGITIMATE CHILDREN, 1, 2; INFORMATION; LEGACY; MORTGAGE; PERPETUITY; POWER; RESIDUARY ESTATE; SHAREHOLDER; SURETY; TAX; TENANCY IN COMMON; VOTER; WILL.

CONTRABAND OF WAR.—*See* FOREIGN ENLISTMENT ACT.

CONTINGENT REMAINDER.—*See* DEVISE, 4.

CONTRACT.

1. A pianist engaged to play on a certain day, but was prevented by illness. *Held*, that there was an implied condition in the contract that illness should excuse her.—*Robinson v. Davison*, L. R. 6 Ex. 269; 7 C. L. J. N. S. 137.

2. Defendant requested his brokers to purchase 100 shares for him. The brokers gave his name as purchaser of a portion of the shares to plaintiff's brokers, and the plaintiff accepted the defendant as purchaser, and made out a deed of transfer, which was accepted for the defendant by his brokers. Defendant subsequently refused to accept the shares. *Held*, that defendant was bound by his brokers' acceptance of the transfer; that purchasing shares in several lots according to custom of the Exchange was necessary and lawful; and that there was privity of contract between plaintiff and defendant.—*Bowring v. Shepherd*, L. R. 6 Q. B. (Ex. Ch.) 309.

3. A wrote to B. as follows: "I authorize you to draw upon" me for a certain sum "in drafts at three months' date, which I engage to have renewed three times, by drafts of the same date, making the currency of the credit twelve months in all," you "to furnish me with funds to pay each set of bills previous to maturity, in order to keep this company out of cash advance." B. acknowledged the letter, repeating its terms, but adding to the same the words "for the said twelve months." After which B. added, "We subscribe to the engagement of renewing three times our drafts with furnishing you with funds to pay the drafts renewed, in order to keep you out of cash advance for twelve months." The last set of bills became due a few days beyond twelve months from the time the first set was drawn. *Held*, (overruling judgment of Exch. Ch. and Court of Exch.), that B. agreed to pay each set of bills previous to maturity, not simply to