

DIGEST OF ENGLISH LAW REPORTS.

applied to B.'s bills.—*Gray v. Lewis*, 8 L. R. Eq. 526.

4. A shareholder in the L. Co., who had subscribed for twenty-five shares in the C. Co., received four hundred and seven-nine paid-up shares as shareholder in the L. Co. *Held*, that this satisfied the subscription.—*Drummond's Case*, L. R. 4 Ch. 772.

See BANK; BILLS AND NOTES; BOND; ILLUSORY SUIT; WINDING UP.

CONDITION.—See CHARITY; WILL, 1.

CONFLICT OF LAWS.—See BOTTOMREY BOND, 1; DOMICILE; EXECUTOR AND ADMINISTRATOR; LIMITATIONS, STATUTE OF, 1, 2.

CONGREGATION.—See MINISTER.

CONVIVANCE.

A separation deed, with the facts, was held not to prove the wife's connivance at the husband's adultery. *Semble*, a consent, although unwilling, on her part, for the sake of getting the allowance, would be connivance.—*Ross v. Ross*, L. R. 1 P. & D. 734.

CONSIDERATION.—See STOPPAGE IN TRANSITU.

CONSTRUCTION.—See BANKRUPTCY, 1, 2; BEER-HOUSE; BILL OF LADING; BOTTOMREY BOND, 8; COMPANY, 2; CONTRACT, 3; COPYRIGHT; LEGACY, 3, 4; LIMITATIONS, STATUTE OF, 2; MARRIAGE SETTLEMENT; MORTGAGE, 1; PLEADING; POWER, 1, 2; RAILWAY, 1; REVOCATION OF WILL; STATUTE; VENDOR AND PURCHASER, 1; WILL, 2-13.

CONTEMPT.

Publishers of a newspaper, in which a petition for winding up a company, containing charges of fraud against the directors, was printed *in extenso* before the hearing of the petition, were made to pay the costs of a motion to commit for contempt of court.—*In re Cheltenham and Swansea Railway Carriage and Wagon Co.*, L. R. 8 Eq. 580.

CONTINGENT INTEREST.—See WILL, 6.

CONTRACT.

1. A., an army agent, to secure balances from time to time due to him from B., an officer, took out and paid for policies on B.'s life, but charges B. in his books with the premiums paid, and credited B. with a sum refunded. A. also drew on B. for round sums, more than the balance due from B. including the premiums, and B. accepted the bills, which were afterwards dishonored. No account had been sent to B. charging him with the premiums. *Held* that after payment of A.'s debt, the rest of the proceeds of the policies belonged to B.'s estate.—*Bruce v. Garden*, L. R. 8 Eq. 430; s. c. reversed, L. R. 5 Ch. 82.

2. A. was hired by B. to serve as farm bailiff, at weekly wages, with certain bonuses, and a residence in a farm-house; the service to continue until six months after notice, or payment of six months' wages. B. died. *Held*, that B.'s administratrix was not bound to continue A. in her service, or pay him six months' wages. The death of either party to a contract founded on personal considerations dissolves it.—*Farrow v. Wilson*, L. R. 4 C. P. 744.

3. A building contract was made terminable by a board in case the contractor "shall not, in the opinion and according to the determination of the said architect, exercise due diligence, and make such due progress as would enable the works to be" completed by the specified time. The architect certified *bona fide* that the contractor was not exercising due diligence, and the board terminated the contract. *Held*, that the contractor was bound by the architect's decision, although the board caused the delay.—*Roberts v. Bury Commissioners*, L. R. 4 C. P. 755.

See BILL OF LADING; BOND; BOTTOMREY BOND; COVENANT; DAMAGES, 1; FRAUDS, STATUTES OF; HUSBAND AND WIFE; INTEREST; LIMITATIONS, STATUTE OF, 1, 2; MINISTER; NEGLIGENCE, 1; RAILWAY, 2, 3; REFORMATION OF INSTRUMENTS; SALE; SALVAGE; SHIP, 1; STOPPAGE IN TRANSITU; TELEGRAPH; TRUST, 1; VENDOR AND PURCHASER OF REAL ESTATE.

CONTRIBUTION.

A testator gave pecuniary legacies, and then devised real estate to his wife for life, and after her death with all the residue of his real and personal estate in trust for his niece for life, with remainder to her children. The personal estate was insufficient to pay the debts. *Held*, that the pecuniary legatee could not make the residuary devise contribute to the payment. *Henman v. Fryer*, L. R. 3 Ch. 420; 3 Am. L. Rev. 101; *denied*.—*Collins v. Lewis*, L. R. 8 Eq. 708.

COPYRIGHT.

St. 25 & 26 Vict. c. 68, s. 1, giving a copyright to "the author of every original painting, drawing and photograph, and his assignee," gives a copyright in a photograph from an engraving of a picture.

By s. 5, and by 5 & 6 Vict. c. 45, s. 14, "if any person shall deem himself aggrieved," he may apply to have the entry of the copyright expunged from the register. W., who had been convicted of infringing G.'s copyright on the evidence, *inter alia*, of a copy of the entry