

DIGEST OF ENGLISH LAW REPORTS.

deed transferring the shares to him, the consideration named in which was £145, the difference being paid to the plaintiff by the jobber. The defendant never registered the transfer, and an order was made for winding up the company. The plaintiff was compelled to pay calls on the shares, and filed a bill for specific performance and repayment, alleging a purchase by the defendant for £200. *Seem*, that there was a contract between the plaintiff and the defendant, and that the making of the call did not invalidate the contract; but *held*, that the alleged contract to purchase for £200 was not proved.—*Hawkins v. Maltby*, Law Rep. 3 Ch. 188.

See CUSTOM; DAMAGES; FRAUDS, STATUTE OF; MISTAKE; PARTIES; SALE; SHIP, 2; SPECIFIC PERFORMANCE; VENDOR AND PURCHASER OF REAL ESTATE, 2; WARRANTY.

CONVERSION.—*See* SHIP, 2.

CORPORATION.—*See* COMPANY; TAX.

CORPUS.—*See* TENANT FOR LIFE AND REMAINDERMAN.

COSTS.

A proctor's lien for costs on a fund in court is not displaced by a garnishee order.—*The Jeff. Davis*, Law Rep. 2 Adm. & Ecc. 1.

See AWARD, 1.

COVENANT.—*See* SPECIALTY DEBT; VENDOR AND PURCHASER OF REAL ESTATE, 1.

CRIMINAL LAW.

A statute provided that whoever should steal, or cut with intent to steal, the whole or any part of any tree, or any underwood (in case the value of the article or articles stolen, or the amount of injury done, should exceed £5), should be guilty of felony. *Held*, that, in estimating the amount of injury done, the injury to two or more trees might be added together, provided the trees were cut at one time, or so continuously as to form one transaction.—*The Queen v. Shepherd*, Law Rep. 1 C. C. 118.

See EMBEZZLEMENT; MALICIOUS WOUNDING.

CUSTOM.

One who employs a broker to sell shares for him on the Stock Exchange or other general market, impliedly authorizes him to deal according to the general and known usages of that market, though he himself be not aware of their existence. But the usage relied on must be proved to exist, and to be so general and notorious, that persons dealing in the market could easily ascertain it, and must be presumed to be aware of it; and, to bind persons not aware of it, it must also appear to be reasonable.—*Grissell v. Bristowe*, Law Rep. 3 C. P. 112.

CY PRES.—*See* WILL, 2.

DAMAGES.

Where, on the sale of a chattel, the buyer intends it for a special purpose, but the seller supposes it is for another and more obvious purpose, though the buyer cannot recover, as damages for non-delivery according to the contract, the loss of profit which might have been made from the purpose for which he intended it, he can recover the loss of profit which might have been made from the purpose supposed by the seller, provided he has actually sustained damage to that or a greater amount.—*Cory v. Thames Iron Works Co.*, Law Rep. 3 Q. B. 181.

See BANKER; COMPANY, 2; CONTRACT, 1; PATENT; PLEADING; VENDOR AND PURCHASER OF REAL ESTATE, 2; WARRANTY.

DEBENTURE.—*See* COMPANY, 1.

DEED.—*See* PAROL EVIDENCE; POWER.

DEVISE.—*See* WILL.

DISCOVERY.—*See* EQUITY PLEADING AND PRACTICE, 1; PRODUCTION OF DOCUMENTS.

DISCRETION.—*See* CLUB.

DIVORCE.—*See* HUSBAND AND WIFE, 2.

ELECTION.

A testator, in pursuance of a power, appointed a fund to his three daughters, who were objects of the power, in equal shares: he gave his residuary personal estate to the same daughters in equal shares, and he directed the share of each daughter under the will and appointment to be held in trust for her for life, remainder to her children; such children were not objects of the power. *Held*, that the daughters took absolute interests in the appointed fund, and that no case of election was raised against them in favor of their children.—*Churchill v. Churchill*, Law Rep. 5 Eq. 44.

EMBEZZLEMENT.

A statute provides that it shall be sufficient to allege the embezzlement to be of money, without specifying any particular coin or valuable security, and that such allegation shall be sustained, if the offender shall be proved to have embezzled any amount; though the particular species of coin or valuable security of which such amount was composed shall not be proved. *Held*, that, under this statute, an allegation of the embezzlement of money was not sustained by proof that a cheque only had been embezzled, if there was no evidence that the prisoner had cashed it.—*The Queen v. Keena*, Law Rep. 1 C. C. 113.

EQUITY.—*See* MISTAKE; PARTNERSHIP.

EQUITY PLEADING AND PRACTICE.

1. To a bill by the United States, praying an account of all moneys received by the de-