

ENGLISH LAW REPORTS.

CHOSE IN ACTION.—See ASSIGNMENT, 2.

CODICIL.—See DEVISE ; WILL 6.

COMMON INFORMER.—See CORPORATION.

CONDITION.—See LEGISLATION ; LIMITATIONS, STATUTE OF, 2.

CONSIDERATION.

B. lent L. £1,328, to enable L. to settle betting debts already incurred, and took two promissory notes. L. went into bankruptcy. *Held*, that the claim could be proved, the debt not being for an "illegal consideration," by virtue of being for money "knowingly lent or advanced for gaming or betting," within the meaning of 5 & 6 Will. IV. c. 41, § 1.—*Ex parte Pyke. In re Lister*, 8 Ch. D. 754.

See CONTRACT, 1, 2.

CONSTRUCTION.—See LANDLORD AND TENANT ; STATUTE ; WILL 1, 5, 6.

CONSUL.—See JURISDICTION.

CONTRACT.

1. The plaintiff was in a position of trust towards the E. railway company, having been employed by it to give advice as to repairing some ships. The defendants agreed to pay the plaintiff a commission, partly for superintending the repairs, which had been awarded to them, and partly as the jury found, for using his influence with the E. company to get their bid accepted. The jury also found that the agreement with the defendants was calculated to bias his mind ; but that it in fact did not, and that his advice was equally for the benefit of the company, and that the company was ignorant of the agreement. *Held*, that the consideration of the contract for a commission was corrupt, and the plaintiff could not recover.—*Harrington v. Victoria Graving Dock Co.*, 3 Q. B. D., 549.

2. In October, 1869, the plaintiff made an arrangement with the agent of the defendant to supply the latter with coal-waggons on certain terms. After the agreement was made, the plaintiff agreed to give the agent a gratuity for each waggon supplied. This was done, as the plaintiff said, with a view to future business. In December, before this agreement was executed, it was supplanted by another between the same parties, which proved much less favourable to the defendant than the other would have been. POLLOCK, B., directed the jury that a commission to an agent, though improper, was not necessarily fraudulent ; and, in order to affect the contract, it must

have been intended by the giver to corrupt the agent, and the latter must have been influenced by it. On a rule *nisi*, a new trial was ordered for misdirection. If a party with whom an agent is negotiating for another agrees to give, or does give, the agent a secret gratuity, and that gratuity influences the agent's mind, directly or indirectly, the contract is vitiated. The direction of POLLOCK, B., did not make it clear that, though the gratuity was given with reference to the first contract only, it might yet have influenced the agent with reference to the second.—*Smith v. Sorby*, 3 Q. B. D. 552. Note.

3. H. wrote to W., offering his entire freehold for £37,500, or a portion of it for £34,500, and in a postscript added, that he reserved the right to the new materials used in rebuilding a house on the land, and the fixtures. W. replied, accepting the terms, and agreeing to pay the £37,500, "subject to the title being approved by our solicitors." Subsequently W. insisted that he must be allowed to pay in instalments. This was agreed to. Subsequently W.'s solicitor left with H.'s solicitor a written agreement of the terms of payment, headed "Proposal by H. for purchase of the M. estate." This was verbally accepted, and H. was to have his counsel prepare a formal contract ; but none was ever made. H. subsequently declined to perform, and W. brought suit for specific performance. *Held*, that the two letters did not form a complete contract ; the phrase, "subject to the title being approved by our solicitors," being a new and material term not accepted by the other party. It amounted to something more than merely what the law would imply.—*Hussey v. Horne-Payne*, 8 Ch. D. 670.

CONVERSION.—See INNKEEPER.

COPYRIGHT.—See TRADE-MARK.

CORPORATION.

A corporation cannot recover a penalty, under a statute which provides that a penalty is recoverable "by the person or persons who shall inform and sue for the same."—*The Guardians of the Poor, &c. v. Franklin*.

Co-TRUSTEE.—See TRUST, 1, 3.

COVENANT.—See LANDLORD AND TENANT.

CREDITOR.—See ASSIGNMENT, 1.

CUSTOM.

By agreement, dated August 21, 1877, B. hired a piano of H. for £15 a year, payable monthly. At the end of three years, if the