

DIGEST OF ENGLISH LAW REPORTS.

but payments up to a certain percentage of the work done might be made on the certificate of the owner's engineer. As to castings, payment might be made to within twenty-five tons of the whole amount furnished to the time of such payment, the engineer to certify approximately the amount so furnished, from time to time, as a basis of payments; but the owners were never to be liable for more weight than was specified in the drawings making part of the contract. The contractors found it not feasible to cast certain mouldings of the weight specified, and, after stating the case to the owner, made them heavier, and the engineer, in his return certificate, returned the weight furnished, as thus increased. In an action by the contractors, for extras beyond the contract, by reason of these heavier castings, *held*, that no recovery could be had beyond the contract price; the certificate of the engineer, made with reference to the payments, did not amount to a written order authorizing alterations under the contract.—*The Tharsis Sulphur & Copper Co. v. M'Elroy*, 3 App. Cas. 1040.

See SALE, 1; SOLICITOR, 3.

CONTRIBUTORY.—See COMPANY, 1, 3, 4, 5.

CONVERSION.—See VENDOR AND PURCHASER.

COSTS.

1. The Court of Appeals *held* that a bill for short-hand notes of proceedings on a hearing before the Vice-Chancellor could not be allowed under a general order for costs, notwithstanding that the solicitors of the parties had agreed to have the bill included.—*Ashworth v. Outram*, 9 Ch. D. 483.

2. Brief copies of short-hand notes for the use of counsel, on a reference, will not be allowed under an ordinary order for costs, where not specially mentioned, and in the absence of any agreement of the parties.—*Wells v. The Mitcham & Wimbledon District Gas Light Co.*, 4 Ex. D. 1.

See HUSBAND AND WIFE; SOLICITOR, 2.

COVENANT.

The trustees for sale of a mansion-house and land connected sold, in 1845, two pieces thereof to S., who covenanted with the trustees and their assigns not to build on the lands within a certain distance of a road leading "to the mansion-house and property belonging to the said trustees," and made certain other covenants, looking, as the trustees asserted, to the preservation of the whole property for purposes of private residences; but it was not stated that the covenants were for that purpose. The trustees afterwards sold other pieces under similar conditions. In 1854, the trustees sold the mansion-house estate to B., and in 1870 his devisees sold it to the plaintiffs. These conveyances contained no covenants like those in the deeds to S., but contained other restrictive covenants. They did not refer to the conveyances to S., nor to any of the other conveyances. Meantime, the devisee of S. sold a part of his purchase to G., who in turn sold to the defendants. The deed to G. contained substantially the same cove-

nants as were found in the deed of the trustees to S. The plaintiffs sued the defendants, on the original covenants, for carrying on manufacturing on their property in violation of the covenants, by which the mansion-house was injured, and the whole property diminished in value for private residences. There had been nothing said, when B. bought of the trustees or sold to the plaintiffs, about the purchasers having the benefit of the covenants made by S. with the trustees. *Held*, that the plaintiffs could not sue the defendants on the original covenants in the deeds to S., although they were the assigns of the trustees.—*Renals v. Cowlishaw*, 9 Ch. D. 125.

See LEASE; MORTGAGE, 1; SETTLEMENT, 1, 3.

CREDITOR.—See FRAUDULENT CONVEYANCE.

CRIMINAL, REWARD FOR APPREHENSION OF.

G. committed forgery and absconded, and a reward was offered by the defendants. The handbills stated the facts, and that £200 reward would be paid "to any person or persons giving such information to A., superintendent of police at D., or to H., superintendent of police at W., as will lead to the apprehension of the said G." The plaintiff was chief constable at E., and a man presented himself there before him, and said, "You hold a warrant for me; I am wanted for forgery." Plaintiff asked his name, and the reply was, "You know already and hold a warrant." Plaintiff thought the man was drunk, left him alone in a private room, and examined a newspaper, where he found the advertisement, "G. wanted for forgery," and, getting the man to remove his hat, recognized him, from the description, to be G. Thereupon he telegraphed to A. at D., "Do you hold warrant for apprehension of G. for forgery?" The reply was, "I still hold warrant for G., and I should like him to be apprehended." Plaintiff then "apprehended" G., and he was convicted. *Held*, that plaintiff was not entitled to the reward, as G. surrendered himself.—*Bent v. Wakefield Bank*, 4 C. P. D. 1.

DAMAGES.—See NEGLIGENCE, 1; VENDOR AND PURCHASER, 1.

DEBENTURE STOCK.

"Debenture stock [i.e. preferred stock] is a charge on the net profits and earnings of a trading corporation and is no more land, tenement, or hereditament, or any interest in land, tenement, or hereditament, or charge or incumbrance affecting land, tenement, or hereditament, than the share stock in such corporation is, or a bond or other debt due from a man who has got real property is." *Semble* also the same as to debentures. *Ashton v. Langdale*, 4 DeG. & Sm. 402; and *Chandler v. Howell*, 4 Ch. D. 651, overruled.—*Attree v. Howe*, 9 Ch. D. 337.

DELAY.—See FRAUDULENT CONVEYANCE; INFUNCTION, 1.

DIRECTOR.—See COMPANY, 2, 3, 4, 6.

DOMICILE.

A Frenchman came to England in 1844,