

DIGEST OF ENGLISH LAW REPORTS.

MARRIED WOMAN.—See ELECTION.

MASTER.—See BOTTOMRY BOND.

MORTGAGE.

On a bill by an equitable mortgagee, the court will direct a foreclosure, not a sale.—*James v. James*, L. R. 16 Eq. 153.

See REPLEVIN; TRUST, 4.

MOTION.

By statute, a judge, "upon the trial of any issue," may grant leave to move to enter a non-suit, &c. At a trial, which took place on Thursday, the judge refused such leave, but reconsidered the matter, and granted leave on the following Monday. *Held*, (by BOVILL, C. J., KEATING and GROVE, JJ.; BRETT, J., dissenting), that said leave was not granted upon the trial of the issue.—*Folkard v. Metropolitan Railway Co.*, L. R. 8 C. P. 470.

NEGLIGENCE.

A passenger in an omnibus was injured by a blow of the hoof one of the horses, who kicked through the front of the omnibus. There was no evidence that the horse was vicious, or a kicker, but two marks, as of kicks, were found beside the hole made by the above kick. It was shown that the consequences of kicking might have been obviated by a kicking strap. *Held*, that there was evidence of negligence on the part of the omnibus company, to go the jury.—*Simson v. London General Omnibus Co.*, L. R. 8 C. P. 390.

NEW TRIAL.

On a trial as to the testamentary capacity of a testatrix, the jury disagreed. On a second trial the jury found for the plaintiff, and an application for a new trial was refused. The plaintiff and certain other persons testified at each trial, and subsequently the plaintiff was found guilty of perjury at the latter trial. On the trial for perjury the above plaintiff could not testify, and he was convicted upon the testimony of said other persons who had testified in the first trials. An application for a new trial, made after the plaintiff's conviction for perjury, was refused.—*Davies v. Reynolds*, L. R. 3 P. & D. 90.

NUISANCE.—See LEASE, 2; WAY.

OBSTRUCTION.—See WAY.

PARTNERSHIP.—See BILLS AND NOTES, 2; PRINCIPAL AND AGENT, 3.

PATENT.

Two applications for the same patent were filed July 20 and July 23, respectively. The patent applied for July 23 was first sealed. *Held*, that under 15 & 16 Vict. c. 83, § 24, the patents took effect upon the days on which they were applied for.—*Sazby v. Hennett*, L. R. 8 Ex. 210.

PENALTY.—See SALE.

PERIL OF THE SEAS.—See FREIGHT.

PERJURY.—See NEW TRIAL.

PLEADING.

A bill was filed by a creditor for administration of a testator's estate, alleging that one of the defendants, who was named executor, was a debtor to the estate, and that his co-executor was insolvent and did not intend to take steps to secure the debt, and that said defendant, though he had not proved the will, had not renounced probate. The defendant answered, not admitting the debt. The plaintiff amended by introducing charges, showing advances from the testator to the defendant. The defendant then pleaded that he had renounced probate since his answer, and before the plaintiff had amended. *Held*, that the plea could not be sustained.—*Morley v. White*, L. R. 8 Ch. 731.

See CHARTER-PARTY, 1; LIBEL.

POWER.—See TRUST, 3.

PRACTICE.—See COSTS; LIBEL.

PRESUMPTION.—See WILL, 2.

PRINCIPAL AND AGENT.

1. Iron was being unloaded from a cart for the purpose of being carried on board a ship. The defendant's foreman not being satisfied with the manner of unloading, got into the cart and threw out part of the iron and injured the plaintiff. It was the duty of the defendant, a stevedore, to carry the iron, after it was thrown from the cart, to the ship. *Held* (by GROVE and DENMAN, JJ., BRETT, J., dissenting), that it was a question for the jury whether the foreman was acting within the scope of his employment.—*Earns v. Poulson*, L. R. 8 C. P. 563.

2. A foreigner employed brokers to buy car-wheels for him. The defendant, in the presence of the foreigner, contracted to furnish wheels to the brokers, and subsequently failed to perform the contract. *Held*, that under the circumstances of the case the plaintiff, being a foreign principal, could neither sue nor be sued on said contract.—*Ellinger Actien-Gesellschaft v. Clage*, L. R. 8 Q. B. 313.

3. By agreement between a London firm and a Rangoon firm, the former firm was to purchase goods "on joint account," charge two per cent. commission, and send the goods to the Rangoon firm. The plaintiff, with no knowledge of this agreement, furnished goods to the London firm, which were exported to the Rangoon firm under the above agreement. *Held*, that the foreign firm at Rangoon was not liable as an undisclosed principal to the plaintiff for the price of the said goods.—*Hutton v. Bullock*, L. R. 8 Q. B. 331.

See BOTTOMRY BOND; BROKER.

PRIVILEGED COMMUNICATIONS.

Where one defendant in a suit, being a solicitor, acted as agent of the solicitor on the record to collect evidence in the suit, the letters between him and his co-defendant were held to be privileged communications.—*Hamilton v. Nott*, L. R. 16 Eq. 112.

RAILWAY.—See STREET.