

*Negligence.*—Respondent was a third-class passenger on appellant's underground railway, and at the G. station three persons got in and stood up, the seats in the compartment being already full. The respondent objected to their getting in; but there was no evidence that appellant's servants were aware of it, and there was evidence to show that there was no guard or porter present at the G. station. At the next station the door was opened and shut, but there was no evidence by whom. Just as the train was starting, there was a rush by persons trying to get in; the door was thrown open; the respondent partly rose to keep the people out; the train started, and he was pitched forward, and caught with his hand by the door-hinges to save himself; a porter pushed the people away just as the train was entering the tunnel, and slammed the door to, and thereby respondent's thumb was caught and injured. *Held*, reversing the decision of the Common Pleas and of the Court of Appeal, that there was no evidence that the injury was occasioned by the negligence of the appellant sufficient to go to the jury. It is a question of law for the court to say whether there is any evidence of negligence occasioning the injury to go to the jury. It is a question of fact for the jury to say what weight shall be given to the evidence submitted to them. *Brydges v. The North London Railway Co.* (L. R. 7 H. L. 213) construed.—*The Metropolitan Railway Co. v. Jackson*, 3 App. Cas. 193; s. c. L. R. 10 C. P. 49; 2 C. P. D. 125.

See *Shipping and Admiralty*.

*Notice.*—See *Bills and Notes*, 4; *Covenant*, 3, 4.

*Nullity.*—See *Marriage*.

*Pannage*—Is a grant to the owner of pigs to go of right into the wood of the grantor, and allow his pigs to eat the acorns and beechmast which fall upon the ground. It does not entitle the owner of the right to have the grantor enjoined from cutting down the trees, or, *a fortiori*, from lopping the branches to improve the trees. This is the first pannage case to be found in the books.—*Chilton v. Corporation of London*, 7 Ch. D. 562.

*Parol Evidence.*—See *Will*, 1.

*Partnership.*—Partnership articles were entered into by M. and S., reciting that, under section 1 of Bovill's Act, (28 & 29 Vict. c. 86), D. had agreed to lend them £10,000, to be in-

vested in the business, subject to the following provisions, *inter alia*, agreed to by all the parties: The capital of the firm is to consist of said £10,000, and such other sums as shall be advanced by any of the parties,—all to bear interest at 5 per cent.; said £10,000 is advanced as a loan by D. under said section of Bovill's Act, and does not, and shall not, render D. a partner; M. or S. only shall sign the firm name; D. shall receive an account current at the end of each year, and be at liberty to examine the books at any time; an inventory shall be taken yearly, and the net profit or loss divided, in the proportion of 25 per cent. to D., and 37½ per cent. each to M. and S. In case of the death of M. or S., the business may continue, and the share of profits of the deceased partner shall be divided *pro rata* between D. and the other; D. may dissolve the partnership in case his original capital of £10,000 be reduced more than one half by losses, or on the death of a partner, and D. may demand for himself a liquidation of the business. On the death of D., his representatives shall not withdraw any of his capital until the termination of the present contract; D. may substitute any other person into his rights; and M. and S. have the same option with D., "by reimbursing him his capital and interest." Under this agreement, D. advanced at different times about £6,000 more. On the bankruptcy of the firm, *held*, that D. was a partner, and could not prove as a general creditor.—*Ex parte Delhasse. In re Megevand*, 7 Ch. D. 511.

*Patent.*—Three referees were appointed, under an act of parliament, to inquire into the impurities of the London gas, with the right to require the gas companies to afford them facilities for their investigations. As a result of their examination, the plaintiff, one of the referees, thought he had discovered a method of securing greater purity in the gas. The requisite change in the process of manufacture was suggested to the defendant company by the referees, and the company tried it, with success. The referees made their report, incorporating these suggestions and experiments; but the report was withheld from publication for a few days, in order to enable the plaintiff to get out a patent for his discovery. *Held*, that when the knowledge acquired by the plaintiff in the course of his investigation was communicated to the other