Name.—*See* Will, 3.

Necessaries.—*See* Ship.

Negligence.

1. The plaintiff, who was standing on a road at the side of a railway, saw a train pass on the farther track, and after the train had passed, stepped upon the nearer track and was struck by another train. The carriage-gate on the side of the railway next the plaintiff was open, and no danger-signal was exhibited. The plaintiff might have seen the train which struck him. *Held*, that there was evidence of negligence on the part of the railway company to go to the jury.—*Directors of North Eastern Railway Co.* v. *Wanless*, L. R. 7 H. L. 12; s. c. L. R. 6 Q. B. 481.

2. The plaintiff, who was crossing the defendants' railway at a level crossing, was injured by a passing train. The plaintiff testified that he did not see nor hear the train until it was close to him; that he saw no light on the train, and heard no whistling, and that he was no servant of the defendants, and did not hear any one call out. *Held* (by Bramwell, Pollock and Amphlett, BB., and Mellor, J.,—Cockburn, C.J., and Cleasby, B., dissenting), that there was no evidence of negligence on the part of the defendants to go to the jury.—*Ellis* v. *Great Western Railway Co.*, L. R. 9 C. P. (Ex. Ch.) 551.

See Bill in Equity; Carrier; Principal and Agent.

Next Friend.—*See* Partnership, 1.

Notice.—*See* Bills and Notes, 2; Legacy, 2.

Notice to Quit.

W. let No. 5 of a block of houses to A. as tenant from year to year. The defendant, who was tenant of No. 4, hired the cellars of No. 5 from A., as yearly tenant from Michaelmas; A. to be allowed to do anything required to the gas-meter in the cellars when defendant's premises were open. A. gave up his house to W., who let the same to one Davis, with knowledge of the defendant, to whom no notice to quit was given. Davis gave up his lease to W., who let house No. 5, expressly including the cellars, to the plaintiff for ten years from the 24th June, 1872. On the 9th of July the plaintiff gave the defendant notice that he required immediate possession of the cellars, which the defendant refused to give until he received a proper notice to quit, and he did not give up possession until April 10, 1873. On the 10th of January, the defendant cut off the plaintiff's water by hammering up the service-pipe passing through said cellars and cut off his supply of gas and severed his bell-wires. Said water-pipes and bell-wires had been put into the cellars without objection by the defendant, but without his permission being asked. *Held*, that no act of A. could deprive the defendant of his right to a notice to quit; but that the defendant was liable for cutting said pipes and wires, as he had given a license for placing said pipes and wires in the cellars, which could not be revoked without giving notice and allowing time for removal.—*Mellor* v. *Watkins*, L. R. 9 Q. B. 400.

Novel.—*See* Copyright.

Nuisance.

The plaintiff kept a coffee-house on a narrow street; and the defendants, who were auctioneers, had a rear entrance next to the plaintiff's entrance, at which they were loading and unloading vans throughout the day, thereby obstructing access to the plaintiff's premises, diminishing light to such an extent that the plaintiff had to burn gas nearly all day, and causing an offensive smell from the stalings of the horses, whereby the takings of the plaintiff's coffee-house were materially lessened. *Held*, that the plaintiff had shown such a direct, substantial, and particular injury to himself beyond that suffered by the rest of the public, as to entitle him to recover damages from the defendants for a nuisance.

The declaration alleged that the plaintiff's premises were rendered by the above acts of the defendants "unhealthy and incommodious, as well as a house of business as also as a dwelling-house." *Held*, that evidence of inconvenience from bad smells occasioned by the stalings of the horses was admissible under the declaration.—*Benjamin* v. *Storr*, L.R. 9 C. P. 400.

See License.

Owner.—*See* Bankruptcy.

Partnership.

1. A bill for dissolution of partnership may be maintained on behalf of a person who has become permanently insane, although not so found by inquisition.—*Jones* v. *Lloyd*, L. R. 18 Eq. 265.

2. By partnership articles it was agreed that the death of either of the four partners should not dissolve the partnership, and that the share of the partner who died should be ascertained at the succeeding half-yearly stock-taking, and paid in instalments to his representatives. Two partners died, but no steps were taken to ascertain their shares. Subsequently the surviving partners became bankrupt. *Held*, that the creditors of the four original partners had no right to have the property which had belonged to the partnership of the four applied in payment of their debts, in priority to the creditors of the two surviving partners.—*In re Simpson*, L. R. 9 Ch. 572.

See Distress; Marshalling Assets; Mutual Insurance Company.

Party.—*See* Easement; License.

Pleading.

Action in the Lord Mayor's Court in London by indorsee against acceptor of a bill of exchange. Plea to the jurisdiction. *Held*, that though the plea admitted acceptance, presentment and dishonour somewhere, it did