

name was used from rendering an account of the partnership dealings to his co-partner.

Brigham v. Smith, 46.

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### PRACTICE.

1. On a reference to arbitration at *Nisi Prius* the order required the arbitrator, at the request of either party, to state any special facts for the opinion of the Court; and the Court was thereupon empowered to direct the verdict to be altered or amended, as the Court might think proper. The arbitrator having stated a case for the opinion of the Court, the Court made a rule thereon, and an appeal was brought against the judgment or decision expressed in the rule.

*Held*, that no appeal would lie, and that as judgment had not been entered, error could not be brought.

Mills v. King, 120.

2. Where shortly before the return day of a *fi. fa.* against lands, the plaintiff therein obtained it from the Sheriff for the purpose of renewing the writ, and did not return it for fifteen days, when a year from the teste had expired; *Held*, that these circumstances did not amount to an abandonment of the plaintiff's rights under the execution.

Meneilly v. McKenzie, 209.

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### PROFESSOR.

(RENEWAL OF.)

See "University."

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### RAILWAY COMPANY.

(LIABILITY FOR SAFE CARRIAGE OF LUGGAGE.)

*Held*, affirming the judgment of the Court below, that the mere fact of a passenger, travelling in a railway carriage, retaining possession of a bag or other small article of luggage, did not, without some evidence of contract, express or implied to that effect, relieve the company from their liability as common carriers in case of loss. [*Morrison, J.*, dissenting.]

Gamble v. The Great Western Railway Co., 163.

See also "Forfeiture of Stock."

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### REGISTERED JUDGMENT.

(SALE UNDER FI. FA. ISSUED ON.)

See "Mortgage."