but fraud was not alleged in the bill. *Held*, that the first mortgage did not cover sheep afterwards brought upon the run; and that on the pleadings the plaintiffs had no claim against such sheep outside the mortgage. Fraud must be specifically charged.—*Webster* v. *Power*, Law Rep. 2 P. C. 69.

2. A., B., C. and D. gave a mortgage to the defendant, who covenanted to reconvey, on payment of the mortgage debt, to the mortgagors, as tenants in common, their heirs and assigns, or otherwise, as they should direct. Some changes were made in the respective interests of the mortgagors. A. died, and the debt was paid. A draft of a reconveyance to C. and D. was objected to, as containing false recitals. A deed, with no recitals, executed by B. C. and D., and the heir and executor of A.. was thereupon tendered to the defendant, who refused to execute it, demanding that the agreements affecting the interests of the mortgagors should be recited. *Held*, that, although defendant was not bound to execute a deed with false recitals, he could not object to one concurred in by all parties in interest because it contained none.—*Hartley* v. *Burton*, Law Rep. 3 Ch. 365.

See Equity Pleading and Practice, 2; Exonerate.

Negligence.

1. The defendants provided gangways from the shore to ships lying in their dock, the gangways being made with materials belonging to the defendants, and managed by their servants. The plaintiff went on board a ship in said dock on business, at the invitation of one of the ship's officers; and, while he was there, defendants' servants moved the gangway, and negligently left it insecure, so that it gave way, and the plaintiff was injured on his return, without negligence on his part. *Held* (by Bovill, C. J., and Byles, J.; Keating, J., *dubitante*), that there was a duty on the defendants toward the plaintiff not to let the gangway be insecure without warning him, and that he could recover damages for his injuries—*Smith* v. *London & St. Katharine Dock Co.*, Law Rep. 3 C. P. 326.

2. The plaintiff, while travelling by the defendants' railway, was injured by the fall of an iron girder, which workmen, not under the defendants' control, were employed in placing across the walls of the railway. It was proved that the work was very dangerous; that the defendants knew of the danger; that it was usual, when such work was going on, for the company to place a man to signal to the workmen the approach of a train; and that this precaution was not adopted. *Held*, sufficient evidence to warrant a jury in finding that the defendants were guilty of negligence and liable, even though the workmen were so also.—*Daniel* v. *Metropolitan Railway Co.*, Law R. 3 C.P. 216.

See Master and Servant, 2; Railway.

Negotiable Instrument.—*See* Debenture, 2.

Notice.—*See* Attachment; Banker; Company, 3.

Nullity of Marriage.

In a suit by a wife for nullity. on the ground of the husband's impotence, the only evidence of the same was that of the petitioner, which was contradicted by the respondent. The medical witnesses testified that she might have had regular intercourse with her husband consistently with the appearances, and there were circumstances discrediting the wife's testimony. A decree was refused.—*U.* v. *J.*, Law Rep. 1 P. & D. 460.

Obscene Publication.

A pamphlet, entitled "The Confessional Unmasked," besides innocent casuistical discussions, contained obscene extracts from Catholic writers, with condemnatory notes. It was published and sold at cost, solely for controversial purposes. It was ordered to be destroyed under stat. 20 & 21 Vic. cap. 83, sec. 1. (Mellor, J., *dubitante*.) It being found to be obscene, as a fact, within that statute, the intention to break the law must be inferred, and was not justified by an ulterior good object. — *The Queen* v. *Hicklin*, Law Rep. 3 Q. B. 360.

Parent and Child.—*See* Custody of Children.

Parties.—*See* Vendors and Purchasers of Real Estate.

Partnership.

The plaintiff and defendant entered into partnership as solicitors, for a term of seven years, the plaintiff paying a premium of £800. The defendant, before entering into the partnership, knew that the plaintiff was inexperienced and incompetent in his profession, and gave that as a reason for the amount of the premium asked. After two years, the defendant wrote to the plaintiff, accusing him of negligence, and saying that the partnership must be dissolved, and that he had instructed counsel to file a bill for that purpose. Plaintiff thereupon filed a bill for a dissolution, and for a return of a part of the premium, proportionate to the unexpired portion of the term. *Held* (reversing the decision of Stuart, T. C.), that the plaintiff could recover.—*Atwood* v. *Maude*, Law Rep. 3 Ch. 369.

Patent.

1. The specification of a patent may describe the process so insufficiently as to be bad, and