also on the ground that there was a contract to use due care for the plaintiff's safety during the journey from M. to L.—*John* v. *Bacon*, L. R. 5 C. P. 437.

8. The plaintiff was a passenger to D. on the defendants' railway, and was in the last carriage. The train stopped at D. late at night, with the body of the train alongside the platform, but the last carriage was opposite to and about four feet from a receding part of the platform, where passengers could not alight; the platform was long enough for the whole train to be drawn up alongside of it. The plaintiff stepped out, expecting to step on the platform, but fell on the rails and was injured. *Held*, by Bovill, C. J., and Brett, J., that there was evidence for the jury that the injury arose from the negligence of the defendants; *held*, by Montague Smith and Keating, JJ., that there was no evidence of negligence on the part of the defendants, and that the plaintiff contributed to the accident by her own negligence.—*Cockle* v. *London and South Eastern Railway Co.*, L. R. 5 C. P. 457.

4. A train of the defendants' drew up at a station so that the last carriage, in which B. was a passenger, was in a tunnel which terminates at the station, and not at the platform. The name of the station was called out by a porter, and B. immediately got out, though it was dark, and fell on the rails. *Held*, that there was no evidence of negligence on the part of the defendants. — *Bridges* v. *North London Railway Co.*, L. R. 5 C. P. 495, n. (5).

5. A train on the defendants' railway drew up at a station so that the carriage in which the plaintiff was a passenger was opposite to the platform at a part where it curved back, leaving an interval of two feet between the carriage and the platform. The name of the station had been called, and the plaintiff stepped out and fell between the carriage and the platform. *Held*, that the conduct of the plaintiff amounted to contributory negligence, and that a non-suit should be entered. — *Praye* v. *Bristol and Exeter Railway Co.*, L.R. 5 C. P. 500, n. (1).

6. A train of the defendants', in which the plaintiff was riding, overshot the platform, so that the carriage in which he was sitting was opposite to the parapet of a bridge beyond the platform, the top of which in the dusk looked like the platform; the porter called out the name of the station, and the plaintiff, having got out upon the parapet in the belief that it was the platform, fell over and was injured. *Held*, that there was evidence of an invitation to alight at a dangerous place, and evidence of negligence of the engine-driver, in not stopping at the platform.—*Whittaker* v. *Manchester and Sheffield Railway Co*, L. R. 5 C. P. 464, n. (3).

7. The defendant was one of several gentlemen interested in steeple-chases, and was appointed to cause a stand to be erected for the purpose of viewing the races; he employed a competent person to erect it, and stationed a man at the door to admit any one upon payment of 5*s*. The plaintiff paid 5*s*, and went upon the stand; it was improperly constructed and insufficient for the purpose, and for that reason gave way and fell while the plaintiff was there, whereby he was injured. *Held*, that there was an implied contract between the plaintiff and defendant that the stand was reasonably fit for the purpose for which it was to be used, and that the defendant was liable for the consequences of its not being so fit. (Exch. Ch.)—*Francis* v. *Cockrell*, L. R. 5 Q. B. 501; s. c. L. R. 5 Q. B. 184; 4 Am. Law Rev. 717.

See Collision.

Negotiable Instrument.—*See* Bills and Notes

Notice.—*See* Priority.

Partition.

Upon a suit for partition, where the plaintiffs had not been in possession for many years, the court refused to decide the legal title to the land, and ordered the bill to be retained for a year, with liberty to the plaintiffs to bring an action.—*Giffard* v. *Williams*, L. R. 5 Ch. 546; s. c. L. R. 8 Eq. 491; 4 Am. Law Rep. 476.

Partnership.

Partnership articles between the plaintiffs and defendant provided that they should be allowed interest at five per cent. upon the amount of capital contributed by them respectively, and that, upon the determination of the partnership, the value of the plaintiff's share should be ascertained by two persons, one to be chosen by each partner, and the defendant should purchase it at that valuation. *Held*, that, although the valuation could not be made in the manner provided, because there was no umpire, the court would make the valuation and carry out the agreement; also that the undivided profits should not be treated as capital in computing interest on the capital. —*Dinham* v. *Bradford*, L. R. 5 Ch. 519.

See Attorney; Bankruptcy, 1.

Passenger.—*See* Negligence, 2–6.

Payment.—*See* Principal and Agent.

Plea.—*See* Bills and Notes; Consideration.

Pledge.—*See* Attorney.