

## COMMON LAW.

Q. B. SCHLIMBERGER v. LISTER. Nov. 9.  
Demurrer—*Equitable replication—Contemporaneous deeds—same parties—one instrument.*

Declaration for infringement of a patent.

Plea that the administrator of the patentee granted a license to use the patent to S. & A. who assigned the same to the defendant.

Replication on equitable grounds that the deed of license was contemporaneous with another deed made between the administrator of the patentee of the first part, the plaintiff and others of the second part, and S. & A. of the third part, and by the latter deed it was witnessed that S. & A. should not manufacture or sell machines under the license out of Great Britain and Ireland; and that by another deed between S. & A. of the one part and the defendant of the other part, the defendant covenanted that he would perform all the covenants in the first deed contained to be performed on the part of S. & A. The replication then alleged breaches of the covenant by the defendant in making and selling machines out of Great Britain and Ireland.

Replication held bad on demurrer

C. P. TODD v. FLIGHT. Nov. 20.  
*Reversioner, action against—Demising premises, knowing them to be in a dangerous condition.*

An action lies against a reversioner who has demised his premises with the chimneys in a ruinous condition, and in danger of falling, they being known to be so by him at the time of the demise, and in consequence of their condition falling during the demise and injuring the building of another person.

C. P. SMITH v. VIRTUE ET AL. Nov. 24  
*Bill of Exchange—Acceptance.*

If a bill is accepted conditionally on a bill of lading being given up, and the bill of exchange is not presented for payment, and the bill of lading is not given up on the day on which the bill of exchange falls due, the acceptor is not released from his liability.

C. P. WILSON v. LANCASTER AND YORKSHIRE RAILWAY COMPANY.  
*Carriers—Goods not delivered in time—Loss of season—Loss of profits.*

The defendants a railway company delivered cloth entrusted to them for conveyance to the plaintiff, the consignee, so long after the time when it was due that the exchangeable value was materially diminished—the judge told the jury to consider what the plaintiff had suffered by “the loss of the season.”—the jury gave a verdict for the plaintiff with £80 damages.

Held, that the jury were right in giving substantial damages for the loss in exchangeable value, but that as from the words of the judge “loss of the season” and the circumstances of the case there was ground for supposing that the jury might have included in the amount awarded a sum for the loss of profits, contrary to the rule laid down in *Hadley v. Bazendale*, 9 Ex. 341; there must be a new trial unless the plaintiff consented to the damages being reduced.

Ex. DURRELL v. EVANS. April, 30.  
*Statute of frauds—Sale of goods—Bought and sold Notes made out by factor of seller.*

The factor of a hop merchant negotiated with the defendant for the sale to him of a quantity of hops, the defendant agreed verbally to purchase a certain quantity at an agreed price, and the factor made out a note of the transaction at the time in the form of bought and sold notes, altering the date from the day of the transaction to the day following at the request of the defendant.

In an action for not receiving the hops—Held, that there was no memorandum of the contract signed by or on behalf of the defendant to satisfy the statute of frauds

C. P. CAHILL v. THE L. & H. W. RAILWAY CO. April, 20.  
*Railway Company—Passengers luggage—Merchandise.*

If a passenger by railway, without any other contract with the Company than that arising from taking a ticket to travel as one of their passengers, so conducts him as that his conduct amounts to a representation that a package which he brings with him to be carried as part of his personal luggage is only his personal luggage, whereas the package contains merchandise only (the regulations requiring merchandise to be paid for) the Company are not responsible for the loss of such package and its contents. It makes no difference if “glass” be written outside the package.

Per EARLE, C. J.—That where a Company is created by act of parliament with liabilities and duties cast upon it and privileges and rights granted to the persons dealing with it the party imposing duties on the Company must be taken to know the provisions of the statute although it be a private act.

C. P. THE MIDLAND RAILWAY CO. APPELLANTS, v. PTE RESPONDENTS.  
*Feme covert—Order of protection—Right to sue—Retro-activity.*

A married woman deserted by her husband entered a plaint in the County Court—afterwards and before the hearing she obtained an order of protection.

Held, that the order has not such a retro-active effect as to entitle her to a right to sue in such plaint, which right she had not at the time of the entry of the plaint by reason of her coverture.

B. C. THE EASTERN COUNTIES RAILWAY CO., RESPONDENTS v. WOODARD, APPELLANT.

*Railway passenger—Holder of annual ticket liable to penalty for not producing his ticket when required—By-laws—Regulations—Special control—Cumulation Remedy.*

A By-law of the E. C. R. Co. provides that each passenger not producing or delivering up his ticket when required shall be subject to a penalty. The appellant whilst travelling on the line, was required by a collector, who knew that the appellant was the holder of an annual ticket, to produce his ticket. He refused, and, upon an information framed upon the by-law was convicted for refusing. Upon a case stated by the justices it appeared that it was printed upon the ticket itself, that it was to be exhibited when required, and that the holder was subjected to the regulations in regard to passengers. The appellant also when he took the ticket agreed in writing to abide by the by-laws of the Company, and to produce the ticket when required, or, in default thereof to pay the ordinary fare.

Held, that the conviction was right; that the appellant was a passenger subject to the by-laws; that the by-laws were regulations within the meaning of the terms upon the ticket; and that as the appellant had absolutely refused to produce his ticket, and had not paid the ordinary fare the penalty under the by-law could be enforced notwithstanding that by his special agreement he had agreed to produce the ticket or, in default, to pay the ordinary fare.

## REVIEWS.

THE LAW MAGAZINE AND LAW REVIEW for February, 1862, London: Butterworths, 7 Fleet Street.

We welcome this number of a valued legal quarterly. The contents are as usual both able and interesting. The *first* is a biographical sketch of Sir John Patterson, for many years an ornament to the English Bench. The sketch, which is written in an easy style, is full of interest. Lawyers are delighted to read of the habits, vicissitudes and successes of those who have attained eminence in the profession. Sir John Patterson was born on 11th February, 1790, and died on 28th June, 1861. He was first appointed to a seat on the Bench on 12th November, 1830. On 19th January, 1852, he resigned that appointment. From that time till the day of