three mortgages: (1) of A. and B.; (2) of A. only; (3) of the surplus of both funds after payment of 1 and 2. Fund A. was absorbed in paying mortgage 1. *Held*, that fund B. must be applied in satisfaction of mortgage 2 in full, in priority to mortgage 3.—*In re Mower's Trusts*, L. R. 8. Eq 110.

3. A second mortgagee, with notice of a prior mortgage to secure a sum and future advances, is not affected by advances made by the first mortgagees after they have notice of the second mortgage.

The mortgagor was a publican, the first mortgagee a brewer, the second a distiller. A contrary custom was alleged in such cases. *Held*, that it was not proved, and was bad for want of mutuality and defined limits.—*Daun* v. *City of London Brewery Co.*, L. R. 8 Eq. 155.

See Fixture; Lien; Trust.

Mutual Credits—*See* Bankruptcy, 2, 3.

Navigable Water—*See* Statute.

Negligence.

1. A bank received gratuitously a box of which the owner kept the key. The box was placed in the outer of three strong rooms, together with other customers' boxes and much property of the bank. The cashier of the bank had access to this room and abstracted some of the contents of said box. After this was discovered some further precautions were taken by the bank. *Held*, that there was no evidence on which the jury could properly find that the bank was wanting in ordinary care.—*Giblin* v. *McMullen*, L. R. 2 P. C. 317.

2. The plaintiff on getting into a railway carriage, having a parcel in his right hand, placed his left hand on the back of the open door to aid him in mounting the step. It was after dark, and he could see no handle, if there was one. The guard, without warning, slammed the door, throwing the plaintiff forward and crushing his hand between the door and door-post. *Held*, that the defendants were not entitled to a nonsuit. The jury were justified in finding that the guard was negligent and that the plaintiff was not. (Exch. Ch.)—*Fordham* v. *Brighton Railway Co.*, L. R. 4 C. P. 619; s. c. L. R. 3 C. P. 368; 3 Am. L. Rev. 105.

See Master and Servant.

Notice—*See* Cheque.

Novation.

A. advanced money to B., with which to build a railway; then B. transferred his business to C. and afterwards gave his note to A. for the above money, A. writing that he looked to B. and knew nothing of C. in the matter. C. had the benefit of A.'s advance. A year afterwards, A. applied to C. for a year's interest, which C. paid, and sent to A., B.'s cheque for the sum remaining to his credit, directing A. to place it to the credit of C. *Held*, that C. had not become debtor to A. in B.'s place, and that A. could not prove against C.'s estate.—*In re Smith, Knight & Co.*, L. R. 4 Ch. 662.

Parliament.

Members of either House of Parliament are not criminally liable for a conspiracy to make statements which they know to be false, in the House, to the injury of a third person.—*Ex parte Wason*, L. R. 4 Q. B. 573.

Partnership—*See* Company, 2; Tenancy in Common.

Patent.

A. filed a provisional specification and obtained provisional protection. B. afterwards did the like and obtained a patent for a similar invention within the period of A.'s provisional protection. A. then petitioned for a patent dated as of the date of his provisional protection. *Held*, that A. could only have a patent for such part of his invention as was not covered by B.'s patent, to be dated with the actual date of the petition.—*Ex parte Bates & Redgate*, L. R. 4 Ch. 577.

See Discovery.

Payment—*See* Principal and Agent.

Perils of the Sea—*See* Insurance, 3.

Perpetuity.

1. A power coupled with a term for five hundred years given to trustees to enter and manage an estate during the minority of successive tenants in tail, for life, in tail, again for life, and so on, is void for remoteness, although all the tenants for life are *in esse*.—*Floyer* v. *Bankes*, L. R. 8 Eq. 115.

2. A., having a power under her marriage settlement to appoint a fund in favor of the children of the marriage, appointed part of the fund by will to her son C. for life, with remainder to such persons as he should by will appoint. There was a general residuary appointment of the fund, subject to all other appointments of the same, to A.'s daughters, to whom A. left other property also. *Held*, that the appointment to C.'s appointees was too remote, and that A.'s daughters took that part of the fund; also that said daughters were not put to their election.—*Wollaston* v. *King*, L. R. 8 Eq. 165.

Pilot—*See* Collision.