

ADMINISTRATION.—A. was appointed executor, and “in case of his absence on foreign duty,” B. was made executrix. A. was in England at the death of testator, but was absent on foreign service in the royal navy when the probate was applied for, and was likely to be absent for some years. Probate was granted to B.—*In the Goods of Langford*, Law Rep. 1 P. & D. 458.

APPROPRIATION OF PAYMENTS.—New trustees proved against the estate of a defaulting trustee for the aggregate amount of the principal trust fund and arrears of interest, but recovered a sum less than the principal. *Held*, that said sum must be treated as capital. But one having a life estate therein was entitled to the future interest of the same.—*In re Grabowski's Settlement*, Law Rep. 6 Eq. 12.

BILLS AND NOTES.—In an action against the indorser, “Pay J. S., or order, value in account with H. C. D.,” *held*, not a restrictive indorsement.—*Buckley v. Jackson*, Law Rep. 3 Exch. 135.

CAUSE OF ACTION.—A contract was made abroad, but broken in England. *Held*, that the “cause of action” did not arise within the jurisdiction within the meaning of the Common Law Procedure Act, 1852, §§ 18, 19.—*Allhusen v. Malgarejo*, Law Rep. 3 Q. B. 340.

CONTRACT — ACCIDENT.—Defendant agreed to load plaintiff's ship with coal in regular turn, “except in cases of riots, strikes, or any other accidents beyond his control,” which might prevent a delay in loading. A snow-storm prevented the loading. *Held*, not an “accident” within the above exception.—*Fenwick v. Schnalz*, Law Rep. 3 C. P. 313.

COLLISION.—In cross suits between a sailing vessel and a steamer, the Court of Admiralty held both vessels to blame, and decreed the damages to be equally divided between them. As the sailing vessel was sunk, this was, in effect, a severe judgment against the steamer, which appealed. Nothing appeared in the sailing vessel's case why, if she acted wrongly, the steamer should have been held to have been in the wrong also, and, on the evidence, the steamer seemed to have acted rightly. The decree was reversed. That the sailing vessel did not make out her case was *res judicata*, she not having appealed.—*Inman v. Rack, The City of Antwerp, and The Friedrich*, Law Rep. 2 P. C. 25.

CUSTODY OF CHILDREN.—The court gave the custody of two infant children—the one being three or four years, the other eighteen months old—to

the mother, pending a suit for dissolution of marriage by the father, on the ground that her health was suffering from being deprived of their society, and that they were living with a stranger, not the father.—*Barnes v. Barnes and Beaumont*, Law Rep. 1 P. & D. 463.

FACTOR — PLEDGING GOODS—AGENT.—By the Factors' Act, 5 & 6 Vict. c. 39, § 1, “Any agent who shall thereafter be intrusted with the possession of goods” may make a valid pledge of the same, although the pledgee know of the agency. A party, to whom the plaintiffs had sent wine for sale, pledged the same to the defendants after his authority had been revoked and the wine demanded of him by the plaintiffs, but wrongfully detained by him. The *bona fides* of the defendants was not questioned. *Held*, that the pledgor was not “an agent, nor intrusted, within the meaning of the act.”—*Fuentes v. Montis*, Law Rep. 3 C. P. 268.

FALSE IMPRISONMENT.—Defendant, upon whose premises a felony had been committed, acting on information given him by his own coachman, the most material part of which was derived from R., a neighbor's coachman, gave the plaintiff into custody on the charge, without making any personal inquiry of R. The plaintiff was living openly in the neighborhood, and it was not suggested that he was likely to run away. In an action of false imprisonment, the judge instructed the jury, that, under the circumstances, there was no probable cause; and the verdict being for the plaintiff, the Court of Exchequer Chamber refused to disturb it.—*Perryman v. Lister* (Exch. Ch.), Law Rep. 3 Exch. 197.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

ASSAULT.—The prisoner assaulted a constable in the execution of his duty. The constable went for aid, and after an hour returned with three others, but found the prisoner had locked himself up in his house. Fifteen minutes later the constables forced the door, entered, and arrested the prisoner, who wounded one of them in resisting the arrest. *Held*, that the arrest was illegal.—*The Queen v. Marsden*, Law Rep. 1 C. C. 131.

INSOLVENCY.—R., having a contract to supply meat to a lunatic asylum for six months from April 1, assigned it on that day to H., who delivered his own meat in R.'s name, without the knowledge of the asylum. R. became bankrupt, and his assignee claimed the sum then due for