the plaintiffs' carriage was upset, and the plaintiffs injured. The plaintiffs were leaving the station in the carriage, when the accident happened. It did not appear that the engine was defective, or that it was used in an improper manner, or that the approach to the station was inconvenient; but the jury found that the defendants were guilty of negligence in not screening the railway from the roadway leading to the station, and that such negligence had caused the accident. But, notwithstanding this finding, the Court of Appeal (Cotton, Fry and Lopes, L.JJ.) held (Fry, L.J., reluctantly), that the defendants were not liable, because there was no evidence of any obligation on their part to screen the railway from the road, and affirmed the judgment of Huddleston, B., and Charles, J. It may be mentioned that the station and the roadway, and the fence dividing them, had been in the same condition, as they were at the time of the accident, for twenty years previously, and that 300 trains were accustomed to arrive at the station during every twenty-four hours.

SHIP—DAMAGE—WHARF—IMPLIED REPRESENTATION OF WHARFINGERS.

Proceeding now to the cases in the Probate Division, it may be useful to notice *The Mooreock*, 13 P. D. 157. This was an action brought by the owners of a vessel against wharfingers, for damages caused to the vessel in unloading the vessel at the defendant's wharf. The defendant, for a consideration, had agreed to allow the plaintiffs to unload at his wharf. In order to do this it was necessary to moor the vessel alongside a jetty of the defendants', which ran into a tidal river, and that she should take the ground with her cargo at the ebb of the tide. The vessel at the ebb of the tide sustained damage, owing to the uneven nature of the ground. The bed of the river at this point, where she took ground, was vested in a public body, and the defendant had control over it; but it was admitted they had taken no steps to ascertain whether it was suitable for the vessel to ground upon. It was held by Butt, J., that there was an implied undertaking by the defendants that they had taken reasonable care to ascertain that the bottom of the river at the jetty was not in a condition to cause damage to the vessel, and that they were liable for the damage sustained by her.

VENDOR AND PURCHASER — MISDESCRIPTION — CONDITIONS OF SALE — UNDER-LEASE DESCRIBED AS LEASE—CONDITION THAT MISDESCRIPTION SHALL NOT ANNUL SALE.

In re Beyfus & Masters, 39 Chy. D. 110, was an application under the Vendors' and Purchasers' Act: houses were offered for sale, and in the particulars were stated to be held for ninety years from 24th June, 1844, at a ground rent of £21. The 4th condition provided that the title should commence "with the lease under which the vendor holds, dated 11th July, 1845." The 5th condition stated that "the description of the property is believed to be correct, but if any error should be found therein, the same shall not annul the sale, nor shall any compensation be allowed in respect thereof." The vendor was, in fact, entitled to an under-lease for the residue of the term of ninety years, less two days, at a peppercorn rent, and the owner of the two days could not be found. The Court of