

## DIGEST OF THE ENGLISH LAW REPORTS.

entitled to reasonable notice under this contract.—*Green v. Wright*, 1 C. P. D. 591.

**MEASURE OF DAMAGES.**

The plaintiff, who was contractor for the construction of a tramway with a tramway company, contracted with defendants that they should lay with asphalt and maintain in good order for twelve months the said tramway. Within the twelve months, one H., driving over the road, was thrown out and hurt, in consequence of the defective condition of the asphalt. H. sued the tramway company, who gave notice to the plaintiff. Plaintiff gave notice to the defendants. They refused to settle; and plaintiff, by negotiation, finally settled by paying £110: £70 damages, and £40 H.'s costs. He sued for these sums, together with £18 costs of his own in getting the claim reduced. *Held*, that the defendants were only liable for the £70 damages.—*Fisher v. The Val de Travers Asphalt Co.*, 1 C. P. D. 511.

**MISTAKE.**

G. P. R., an undischarged bankrupt, ordered goods from a firm under his old firm name of "J. R. & Co., Mincing Lane, Plymouth." The firm sent them, thinking the order was from "R. Bros. & Co., Old Town St., Plymouth," with whom they had had dealings. G. P. R.'s trustee in bankruptcy seized and claimed the goods, and the sellers, learning the mistake, sued to recover them. *Held*, that no property in them had passed, and the trustee must restore them.—*In re Reed. Ex parte Barnett*, 3 Ch. D. 123.

**MORTGAGOR AND MORTGAGEE.**

P., lessee of certain dock premises, and the machinery movable and immovable thereon, for twenty-one years, mortgaged the same to L. & Co. Afterwards a railway company gave notice to P. to buy the premises for the railway under the Lands Clauses Act. P. died; and L. & Co. took possession, and gave notice to the railway company that they wished the compensation settled by arbitration. The company, and the executors and mortgagees, concurred in the appointment of an umpire; and he made an award of a certain sum including £2,800 "in respect of trade profits which would have accrued if the premises had not been taken" by the railway company. The executors claimed this sum. *Held*, that it belonged to the mortgagees. *Pile v. Pile. Ex parte Lambton*, 3 Ch. D. 36.

**MUTUAL INSURANCE.**—See INSURANCE.

NEGLIGENCE.—See BILLS AND NOTES, 2, 3.

NEGLIGENCE OF FELLOW-SERVANT.—See MASTER AND SERVANT, 1.

NOTICE.—See MASTER AND SERVANT, 3.

\* PARTNERSHIP.—See JOINT DEBTOR.

**PATENT.**

Three referees were appointed under an act of Parliament to inquire into the impurities of the London gas, with right to require the gas companies to afford them facilities for

their investigations. As a result of their examinations, one of the number thought he had discovered a method of securing greater purity in the gas. The impurities complained of came from certain compounds of sulphur. The defendant company had experimented on the matter, and had been using lime in the purifiers. This, with the contents of the purifiers, formed sulphide of calcium, with which the sulphur impurities combined. The carbonic acid of the gas impeded the action of the sulphide of calcium, and the result was, the gas came out too impure for use, and could not always be relied upon to come out with the same degree of purity. The gist of the plaintiff's change consisted in keeping more lime in the first set of purifiers. In this way the carbonic acid was more effectually removed, and the subsequent processes of removing the sulphur impurities by sulphide of lime were much more effective. The change was suggested to the defendant company by the referees, and the latter tried it, with success. The referees made their report, incorporating these suggestions and experiments; but the report was withheld from publication, to enable the plaintiff to get out a patent. *Held*, that the plaintiff's idea only amounted to a more thorough application of something in use before. *Quære*, whether a public official can patent the result of an official investigation.—*Patterson v. Gaslight & Coke Co.*, 2 Ch. D. 812.

**PETITION OF RIGHT.**

English merchants authorized by the law of China to trade only with members of a Guild called the Cohong. War broke out between England and China, the Cohong was abolished, and the English merchants lost their only remedy, which was against the Cohong. A treaty was made between the countries, under which China paid to the British Government a certain sum on account of debts due from former members of the Cohong to said merchants. It was *held* that a petition of right would not lie by one of said British merchants to obtain payment of a sum of money alleged to be due from a former member of the Cohong.—*Rustomjee v. The Queen*, 1 Q. B. D. 487.

POWER TO SELL.—See TRUST TO SELL.

**PRINCIPAL AND AGENT.**

1. Action for breach of the following undertaking: "I undertake to load the ship *Der Versuch*, twenty-nine keels, with Bebside coals, in ten colliery working days. On account of Bebside Colliery, W. S. Hoggett." Hoggett, the defendant, was a clerk of the colliery company, which had made a contract with B., W., & Co., to furnish them a certain amount of coal in the months of January, February, and March, "the turn to be mutually agreed upon." B., W., & Co. chartered the plaintiff's ship to convey the coal; and the plaintiff, objecting to the provision of the charterparty as to the matter of detention in loading "in turn," the above undertaking was procured, and the charter was completed. The undertaking purported to be with nobody in particular. The vessel was detained be-