should pay over to W. any balance received above the £170 and costs, and, if less than that sum was received, W. should be liable for the balance. When W. paid the £170 and costs, the property was to become his. *Held*, that the two writings constituted a mortgage, and were void against creditors as not being registered under the Bills of Sale Act (17 & 18 Vict. c. 36, §§ 1, 2, 7).—*Ex parte Odell. In re Walden*, 10 Ch. D. 76.

See Lien, 2; Sale. 3, 4.

Name.—See Misdescription.

Negligence.—See Partnership.

Obliteration.—See Wills, 3.

Parties.—See Mortgage, 1.

Partnership.

1. Two women, V. C. and M. W., became partners in business in London, in 1875, under the firm name of C. & W. In 1877, V. C. married one L. In 1878, the partnership was dissolved, and it was ordered by the court that "the said partnership business, and the leasehold premises, trade, fixtures, stock in trade, good-will, and business be forthwith sold as a going concern," to the partner who should bid the highest. M. W. was the purchaser, and she afterwards carried on the business under the old style. The deed of assignment contained the clause, "including the right to represent that the business as recently carried on by C. & W. is now being carried on by the said M. W." L. and his wife lived in Paris, and did business there under the firm name of C. & Co. *Held*, that M. W. could not be enjoined from using the old firm name; and per James, L. J., that the assignment conveyed the right to its use.—*Levy* v. *Walker*, 10 Ch. D. 436.

Patent.—See Judgment.

Payment.—See Surety.

Pleading and Practice. — See Action; Judgment; Mortgage, 1; Trust, 1.

Policy.—See Lien, 1.

Principle and Surety.—See Surety.

Promise.—See Limitations, Statute of.

Proviso.—See Mortgage, 3.

Realty and Personality.—See Conversion; Will, 6.

Receipt.—See Sale, 4.

Resignation.—See Misdescription; Mortgage, 5; Sale, 3.

Religious Education.—See Husband and Wife.

Remoteness.—See Will, 2.

Res Adjudicata.—See Judgment.

Residence, Right to Name.—See Injunction.

Residuary Legatee.—See Legacy.

Recovation.—See Will.

Right of Way.

By a public Act, a corporation was empowered to build a pier according to plans. It was alleged that, if the pier was built in the manner provided by the act, a certain public right of way would be thereby rendered unavailable for use. *Held*, that, if that were the case, the Act must be held to have extinguished the right of way by implication, though no reference was made to the matter in the Act.—*Corporation of Yarmouth* v. *Simmons*, 10 Ch. D. 518.

Riparian Rights.—See Watercourse.

Sale.

1. A man brought pigs into market, and sold them with all faults and expressly without warranty. They turned out to have typhoid fever, and died on the purchaser's hands, and infected his other pigs. The acts of the seller amounted to a breach of the statute prohibiting such sale in market of infected animals, and inflicting a penalty. *Held*, that the existence of the statute did not raise an implied representation that the pigs were sound, and the purchaser had no remedy.—*Ward* v. *Hobbs*, 4 App. Cas. 13; s. c. 2 Q. B. D. 331; 3 Q. B. D. 150; 12 Am. Law Rev. 104, 738.

2. One W. obtained some sheep of the defendant, under colour of a purchase, but in fact by false pretences. The plaintiff bought them of W. *bona fide*, and in regular course, but not in market overt. October 25, W. was arrested on a warrant procured by the defendant, for obtaining goods under false pretences, and November 7 following, he was convicted under 24 & 25 Vict. c. 96. That Act provides that, in case of obtaining goods by false pretences, where a person is "indicted on behalf of the owner of the property, and convicted, . . . the property shall be restored to the owner." Meanwhile, on November 7, the defendant found the sheep, and went and took them into possession. *Held*, that the statutes did not affect the question between these parties, and the defendant was liable for conversion. The reason of the rule giving preference to the innocent purchaser, as laid down in *Root* v. *French* (13 Wend. 570), preferred by Cockburn, C. J., to the English reason as given in "Benjamin on Sales."—*Moyce* v. *Newington*, 4. Q. B. D. 32.

3. Where household goods are sold, and a receipt given for the purchase-money, and a detailed inventory of the goods is attached and made part of the receipt, and the seller remains in possession, the sale is void as against creditors unless the document is registered under the Bills of Sale Act, 1854 (17 & 18 Vict. c. 36). *Allsopp* v. *Day* (7 H. & N. 457), and *Byerley* v. *Prevost* (L. R. 6 C. P. 144), discussed. See *Woodgate* v. *Godfrey* (4 Ex. D. 59).—*Ex parte Cooper. In re Baum*, 10 Ch. D. 313.

4. The household goods of W., a judgment debtor, were seized under a *fi. fa.*, and sold by by the sheriff to the father-in-law of W., who took a receipt therefor containing an inventory of the goods. The same day the purchaser let