

DIGEST OF ENGLISH LAW REPORTS.

provided that a mine-owner wishing to work his mine should give certain notice to the company, which should then inspect the mine and consent or refuse to allow the same to be worked; in the latter event paying the market price for the same. If the company should omit to give or refuse such consent, the mine-owner might work the mine. The plaintiff gave proper notice, but the defendants did not inspect, and refused to purchase the mine. The plaintiff worked the mine without regard to the surface, without knowledge that the effect would be to let down the surface and probably dislocate the slate and admit water, but otherwise were not negligent or unskilful, but took coal in the ordinary manner, and could not otherwise have obtained full benefit of the mine. Consequently, with negligence of the defendants, water entered the mine. The plaintiff brought an action of tort, charging negligent management of the canal whereby the water escaped to the damage of the mine. *Held* (Hannen, J., dissenting), that the action could not be maintained. *It seems*, that the plaintiff could recover compensation for the loss of the coal under said statute.—*Dunn v. Birmingham Canal Co.*, L. R. 7 Q. B. 244.

See BAILMENT.

NOTICE.—*See* COMPANY, 6; CONTRACT, 1.

OBSTRUCTION.—*See* TRESPASS, 2.

OFFICE.—*See* LARCENY.

PARTIES.—*See* WILL, 2.

PARTNERSHIP.—*See* BANKRUPTCY, 4; COMPANY, 1.

PATENT.

The plaintiff in 1871 purchased lamp burners manufactured under an American patent dated 1859. The defendants were holders of an English patent dated 1865 for a similar burner, and after the plaintiff had offered his burners for sale, published a notice that they were informed of an infringement being made in America for sale in England, and that on the sale of said burners made in infringement, legal proceedings would be at once instituted. It appeared that the notice was not *bona fide*. *Held*, that the plaintiff should be enjoined from publishing said notice. There is no presumption in favor of a new patent, and parties cannot, under its colorable protection, issue circulars intimidating the public and injuring the trades of others.—*Rollins v. Hinks*, L. R. 13 Eq. 355.

See DISCOVERY.

PAYMENT.—*See* COMPANY, 4.

PLEADING.

Averment in a bill in equity that an indenture was executed between A. and B., and the several other persons whose names and seals

were, or were intended to be, thereunto subscribed and set (being respectively creditors of A.). *Held*, no sufficient averment of execution by creditors.—*Glegg v. Rees*, L. R. 7 Ch. 71.

See SLANDER.

POSSESSION.—*See* HUSBAND AND WIFE; LANDLORD AND TENANT, 2; SETTLEMENT; TRESPASS, 1. POWER.

1. A testatrix gave certain real estate to her husband in trust to stand possessed thereof and enjoy the rents arising therefrom for his own use during his life, with power to take and apply the whole or any part of the capital arising therefrom to his own use; and after his decease, over. *Held*, that the husband took a life estate, with power of acquiring the entire interest in the estate; and that in default of such appointment the gift over took effect.—*Pennock v. Pennock*, L. R. 13 Eq. 144.

2. A, having under her husband's will a general power of appointment over residuary estate, directed in her will, of which she appointed an executor, that her debts should be paid, gave three legacies, and bequeathed the residue of the personal estate in which she had any interest or title to four persons as tenants in common, two of whom died before the testatrix. *Held*, that the shares of the two persons dying went to the personal representatives of A.'s husband.—*In re Davies' Trusts*, L. R. 13 Eq. 163.

PRACTICE.—*See* CORPORATION.

PRINCIPAL AND AGENT.—*See* BROKER, 1-3; NEGLIGENCE, 1.

PRINCIPAL AND SURETY.—*See* BILLS AND NOTES, 2, 3.

PRIORITY.

A discounted a bill for the defendant, who charged a certain fund for the same and for any further sum advanced, or for which the defendant might be liable to A. Subsequent advances to the defendant were made by other parties, and charged against said fund without A.'s knowledge. After these advances the defendant accepted a new bill payable to A for the amount of the bill discounted by A. with interest and costs; A. also made a further advance to the defendant; and finally a bill accepted by the latter was indorsed to A. The said fund became distributable at a bank, Dec. 8. One creditor served notice of his charge at half-past five p.m., Dec. 7, and the other creditors as soon as the bank opened on Dec. 8. *Held*, that notice of all said charges was at the same time; that the first charge was in favor of A. for the bill payable to him, and for his second advance, but did not cover the bill indorsed to him, which did not come