

DIGEST OF ENGLISH LAW REPORTS.

The knowledge of a servant, who has charge of his master's dog, that the dog is ferocious, is knowledge of the master.—*Baldwin v. Casella*, L. R. 7 Ex. 325.

See GUARANTY ; SEDUCTION.

MINES.—See TRESPASS.

MINOR.—See GUARDIAN.

MISNOMER.—See INSURANCE, 5.

MISTAKE OF FACT.—See INSURANCE, 5 ; LAW, MISTAKE OF ; VENDOR AND PURCHASER, 1.

MISTAKE OF LAW.—See LAW, MISTAKE OF.

MORTGAGE.

A vessel was mortgaged to secure a certain sum, and afterward mortgaged to other parties to secure a second sum. The second mortgagees then advanced money upon the security of an express charge on the freight then in course of earning, and gave the charterers notice of their charge. The mortgagor also borrowed £800 for insurance purposes, giving the lenders a charge therefor on the freight, which the first mortgagees agreed should be a prior charge. The first mortgagees afterward made a further advance, secured by a mortgage of ship and freight, and subsequently took possession of the ship, having had no notice of the second mortgage, or second mortgagees' charge upon the freight. *Held*, that the £800 borrowed by the mortgagor, and the sums due the first mortgagor upon both his mortgages, must be paid before the amount due the second mortgagees.—*Liverpool Marine Credit Co. v. Wilson*, L. R. 7 Ch. 507.

See BANKRUPTCY, 5 ; FIXTURES.

NEGLECTANCE.

1. The plaintiff was a passenger to D. on the defendant's railway, and was in the last carriage. The train stopped at D. late at night, with the body of the train alongside the platform, but the last carriage was opposite to and about four feet from a receding part of the platform, where passengers could not alight ; the platform was long enough for the whole train to be drawn up alongside of it. There was no invitation to alight, but the train was at its final standstill before resuming the journey. The plaintiff stepped out, expecting to step on the platform, but fell on the rails, and was injured. *Held*, that there was evidence of negligence on the part of the defendants' servants to go to the jury.—*Cockle v. London and South Eastern Railway Co.*, L. R. 7 C. P. (Ex. Ch.) 321 ; s. c. L.R. 5 C.P. 457 ; 5 Am. Law. Rev. 299.

2. The plaintiff was tenant from year to year of the ground floor, and the defendant of the second floor in the same building. By an accident the water escaped from a water-closet on the defendant's premises, and damaged the plaintiff's premises and goods. The defendant was not guilty of negligence. *Held*, that the defendant was not liable for the damage. *Ross v. Fedden*, L. R. 7 Q. B. 661.

See BURDEN OF PROOF ; PRINCIPAL AND AGENT ; TRESPASS.

NEW TRIAL.—See NONSUIT.

NONSUIT.

In an action of trover a verdict was found for the plaintiff. A rule for a new trial was applied for on the ground that the evidence tended to prove felony, and that the judge should have directed a nonsuit. *Held*, that the judge could only try the issue raised in said action, and properly refused to nonsuit the plaintiff.—*Wells v. Abrahams*, L. R. 7 Q. B. 554.

PASSAGE-MONEY.—See INSURANCE, 2.

PARTNERSHIP.—See BANKRUPTCY, 3.

PATENT.

It appears that if a machine is made with defects which render it useless, an inventor, who afterward makes a machine which remedies such defects, may maintain his patent, even though his machine is in some respects similar to the other.

If a machine produces a new article, a better article, or a cheaper article than before, it seems that the machine may be patented, although it embodies the mere arrangement of common, elementary, mechanical materials, and although it produces no result of a different nature than that accomplished by other mechanical arrangements.—*Murray v. Clayton*, L. R. 7 Ch. 570.

See TRADE-MARK.

PAYMENT.—See PRINCIPAL AND AGENT, 2.

PERPETUITY.—See DEVISE, 4.

PERSONAL ESTATE.—See DEVISE, 4.

POLICY.—See INSURANCE.

PROFESSION.—See MORTGAGE.

POST.—See CONTRACT, 1.

POWER.—See APPOINTMENT ; PROBATE.

PRINCIPAL AND AGENT.

1. The by-law of a railway company provided that no passenger should be allowed to enter any of the carriages or to travel therein without having first paid his fare and obtained his ticket ; and also that porters of the company should do the work assigned to them, and do all in their power to promote the comfort of the passengers and the interests of the company, but no express power was given to remove a passenger in a wrong carriage. The plaintiff received injuries by being violently pulled from a carriage on said railway by one of its porters, who was under the mistaken belief that the plaintiff was in the wrong carriage. *Held*, that the act of the porter was within the scope of his employment, and that the company was liable for the plaintiff's injuries.—*Bayley v. Manchester, Sheffield, & Lincolnshire Railway Co.*, L. R. 7 C. P. 415.

2. The plaintiff sold goods to R. in ignorance of the fact that R. purchased for a principal. The principal in good faith received the goods, and paid R. for them. Subsequently, the plaintiff discovered that R. had a principal. *Held*, that after said *bond fide* payment to R. it was too late to come upon the principal.—*Armstrong v. Stokes*, L. R. 7 Q. B. 598.

See BROKER ; CARGO ; MASTER AND SERVANT.

PRIORITY.—See MORTGAGE.