

porting to be between father and son, but executed only by the son, reciting that the father had given the bonds as above, and had also loaned the son £200; and, in consideration therefor, the son covenanted with the father that one H., and no other, should underwrite in W.'s name, and should be paid £200 a year and one-fifth the net profits; that C. should be at liberty to cancel the bond at any time, on notice to C. and H.; that C. should not spend more than £200 a year till he paid his debts; that one-half the net profits, deducting H.'s share, and £25 a year, should belong to C.; that W. should not endorse or speculate until he paid his debts; that W. should repay C. the £200 and interest on demand; that W. should keep a separate account, as underwriter, which should be liable to inspection by C.; and that the profits of business should not be touched before they amounted to £500, and then, with C.'s consent, an agreed sum might be withdrawn on account of W., and a like sum for account of C. None of the creditors knew that the father had anything to do with the business. The son also carried on two other distinct businesses in his own name. In bankruptcy proceedings against the son, *held*, that the father was not a partner in the underwriting business.—*Ex parte Tennant. In re Howard*, 6 Ch. D. 303.

*Patent.*—In 1865, a patent for skates was granted in England. Two years before, a foreign book, giving a general description of the invention, was sent to the library of the Patent Office. A few weeks before the granting of the patent, another foreign book, containing a drawing of the invention, was sent to the library. The book was not catalogued, but was in a room open to the public, where a librarian testified that he once noticed it before the date of the patent. *Held*, not to be prior publication.—*Plimpton v. Spiller*, 6 Ch. D. 412.

*Presumption.*—A respectable farmer and church elder courted a young lady for some years, and they were finally, in 1850, married, while she, to his knowledge, was in an advanced stage of pregnancy. Seven weeks afterwards, she was delivered of a daughter. The matter was kept secret, and the child removed to another part of the country, where the husband supported her till she became able to support herself. In 1875, the girl claimed

to be his daughter; and he brought this action to have it declared that she was not. Both husband and wife swore to that effect; and the wife told two different stories to account for her pregnancy. *Held*, that the presumption of paternity against the husband was, under the circumstances, almost irresistible, and that the burden was on him to show affirmatively the contrary, and this he had failed to do.—*Gardner v. Gardner*, 2 App. Cas. 723.

*Privy.*—See *Telegraph*.

*Profits.*—See *Partnership*.

*Public Worship Act, 1874.*—1. The Arches Court of Canterbury found the Rev. C. J. Ridsdale to have offended against the ecclesiastical law, in that (1) he wore, during the service of holy communion, vestments known as an alb and chasuble; (2) he said the prayer of consecration in the communion service while standing, so that he could not be seen by the people to break the bread and take the cup in his hand; (3) he used in the communion service wafer bread, instead of bread such as is usually eaten; (4) he placed and retained a crucifix on the screen between the chancel and the nave or body of the church. On appeal to the Judicial Committee of the Privy Council, *held*, that the first and fourth charges were established, and the judgment of the Arches Court should be affirmed; and that the second and third findings were not sustained by the form in which the charges were made, and should be disallowed. A very full historical discussion of the ecclesiastical law and practice applicable to the case.—*Ridsdale v. Clifton*, 2 P. D. 276.

2. A reredos made of Caen stone, of which the central compartment showed the Saviour on the cross and the figures of St. John and the three Marys, all carved in relief, was set up in a new church. The bishop refused to consecrate the church until it was taken down. This was done, and the church consecrated. On petition for leave to replace the same, *held*, that the petition should be granted.—*Hughes v. Edwards*, 2 P. D. 361.

*Publication.*—See *Patent*.

*Railway.*—A railway company contracted to carry cattle from Ireland to Huntingdonshire, in England. The railway company employed a steamer not belonging to the company, nor worked by it, to convey the cattle from Dublin