

DIGEST OF ENGLISH LAW REPORTS.

dence of its existence need be given on the trial for perjury.—*The Queen v. Smith*, Law Rep. 1 C. C. 110.

See EVIDENCE, 1.

PERPETUITY.

A testator directed trustees to apply so much as was necessary of the income of his residuary personal estate for the maintenance of A., a lunatic, and to invest any surplus, and treat it as part of the testator's personal estate, which was given over after A.'s death. *Held*, that, under the Thelluson Act, the direction to invest the surplus was void beyond the period of twenty-one years, and that the testator's next of kin were entitled to the accumulations.—*Mathews v. Keble*, Law Rep. 4 Eq. 467.

PLEADING.

1. By the Irish Registration Act, cap. 2, a registered deed is good and effectual according to the time of registration, and all prior unregistered deeds are void as against the registered deed. *Held*, that under a plea which was in form a bar of the action, and which alleged the time of registration under a *videlicet*, proof of the registration of a deed which really defeated the action might be given, though the deed was not in fact registered till after the commencement of the action, though before plea pleaded.—*Carlisle v. Whaley*, Law Rep. 2 H. L. 391.

2. A. complained in a *mandamus* against the trustees of a navigation, that there were sluices near his land under the management of the trustees; that, owing to heavy rains, the water had risen; that the sluices were not raised to such a height to let off the water, as they ought to have been, and, but for possible damage to works of the trustees in another place, would have been; whereby he suffered damage; but he did not allege that the effect of the sluices was to raise the water higher than it would have risen had they not existed. The issue on the return and pleadings was, whether the damage was occasioned on account of the navigation. *Held*, that the allegations, though they might have been insufficient on demurrer, were, after verdict, sufficient to warrant judgment for A.—*Lord Delamere v. The Queen*, Law Rep. 2 H. L. 419.

See EQUITY PLEADING AND PRACTICE.

PLEDGE.—See BILL OF LADING; FACTOR.

POWER.—See TRUST, 1.

PRESCRIPTION.

A claim for anchorage dues on a navigable arm of the sea, if it is presumably capable of a legal origin, and if the dues have been paid time out of mind, will have every intentment

made in its favor. It cannot be supported in respect of the mere ownership of the soil; but such ownership, together with the maintenance of buoys from time out of mind, and the benefit to the public therefrom, are a sufficient consideration to support the claim.—*Whitstable Fisher v. Foreman*, Law Rep. 2 C. P. 688.

See EASEMENT; LIGHT.

PRESUMPTION.

If a man has not been heard of for seven years, there is no presumption of his death till the end of that time; and those alleging his death within that time must prove it. Therefore, a legacy left to a man last heard of in 1854, by a testator who died in 1860, was *held* not to have lapsed, but to be payable to his representatives.—*In re Benham's Trust*, Law Rep. 4 Eq. 416.

See EASEMENT; INSANITY; REVOCATION OF WILL.

PRINCIPAL AND AGENT.—See FACTOR.

PRIORITY.—See MORTGAGE, 2.

PROMISSORY NOTES.—See BILLS AND NOTES.

RAILWAY.

1. A, was travelling with others in a railway carriage; on the tickets being collected, there was one ticket short. The collector charged A. with being the defaulter, and, on his refusing to pay the fare or leave the carriage, removed him from the carriage, but without any unnecessary violence. A. left behind him a pair of opera-glasses. It turned out that A. had a ticket; and he sued the company for the assault, laying the loss of the glasses as special damage. There was also a count in trover, but there was no evidence that the glasses had come to the possession of any of the company's servants. *Held*, that A. could not recover for the loss of the glasses.—*Glover v. London and S. W. Railway Co.*, Law Rep. 3 Q. B. 25.

2. The plaintiff's goods were carried by the defendants, carriers in India, under a contract with the Government, by which the baggage of certain troops (including the plaintiff's goods) were to remain in charge of a military guard, "the company accepting no responsibility;" whilst being so carried, the goods were destroyed by the defendants' negligence. *Held*, (1) that the defendants were liable for a loss occurring wholly from their own negligence; (2) (Kelly, C.B., and Pigott, B., doubting) that, though the plaintiff could not sue the defendants for non-performance of their contract, he could sue for an injury to his goods through their negligence while the goods were in their custody.—*Martin v. Great Indian Peninsular Railway Co.*, Law Rep. 3 Ex. 9.