Held, that the further advances constituted a debt contracted at the date of the mortgage, so far as to prevent the creditor from presenting a petition in bankruptcy against the mortgagee under an act passed after the date of the mortgage, but before the date of a judgment obtained against the mortgagor for the amount of his debt.—*Ex parte Rashleigh. In re Dalzell*, L. R. 20 Eq. 782.

See Bankruptcy, 1; Devise, 2; Fixtures; Priority, 1; Trust, 4.

Motion.—*See* Specific Performance, 4.

Negligence.

The plaintiff's cattle were being driven along a road which crossed a railway; and while the cattle were crossing the railway, the servants of the railway company negligently let some trucks run down the railway, and frightened the cattle. Several of the cattle escaped, and ran along said road about a quarter of a mile, and then got into an orchard, and through a defective fence on to the railway, where they were discovered dead about four hours after their escape, having been run over by a train. *Held*, that the railway company was liable for the value of the cattle which were killed.—*Sneesby* v. *Lancashire and Yorkshire Railway Co.*, 1 Q. B. D. 42; s. c. L. R. 9 Q. B. 263; 9 Am. Law Rev. 95.

Negotiable Instrument.

Scrip was issued in England by an agent of Russia, by which the holder was to be entitled, after payment of certain instalments, to bonds of the Russian government to the full amount of said instalments. By the usage of bankers and of the stock exchange, this scrip was bought and sold before the bonds were issued, and was passed by delivery as a negotiable instrument. *Held*, that a good title to the scrip passed by delivery to a *bona fide* holder for value.—*Goodwin* v. *Robarts*, L. R. 10 Ex. (Ex. Ch.) 838; s. c. L. R. 10 Ex. 76; 10 Am. Law Rev. 120.

Notarial Certificate.—*See* Deed.

Nuisance.

1. The owner of houses sublet to weekly tenants cannot maintain a suit to restrain the noise, steam, and smoke of machinery causing a temporary nuisance. *It seems* that the weekly tenants could maintain the suit.—*Jones* v. *Chappell*, L. R. 20 Eq. 539.

2. It is a nuisance at common law to expose for sale for human food, cheese which is unfit for human food.—*Shillito* v. *Thompson*, 1 Q. B. D. 12.

Parish.—*See* Churchyard.

Parties.—*See* Injunction, 2.

Partnership.

1. By decree in a suit for dissolution of partnership, the business was ordered to be sold as a going concern. By order of the court, an offer of the plaintiff, one of the former partners, to buy the business for £3,000, was accepted; and he was ordered to pay interest upon the purchase-money until paid, and he was to be entitled to possession of the partnership property. The plaintiff entered into possession, but subsequently filed a petition in liquidation. The trustees sold the business for £3,500. *Held*, that the partnership business and effects were in the order and disposition of the plaintiff, with consent of the true owner, at the time of the bankruptcy; and that consequently the £3,500 belonged to the plaintiff's estate, the partnership being entitled to prove for the unpaid £3,000.—*Graham* v. *McCulloch*, L. R. 20 Eq. 397.

2. Four partners entered into an agreement, wherein, after reciting that they each had considerable sums of money employed in the business, which it might be detrimental for the others to repay immediately upon the retirement or decease of either of them, they agreed, that upon the decease of a partner, the clear balance as ascertained by the last stock-taking, due to such partner, should be repaid out of the business by certain annual instalments, unless the surviving partners should wish to pay such balance at an earlier period, which they might do; and they agreed that the last stock-taking should be conclusive as to the share of the deceased partner, and should be the sum to be paid his executors. *Held*, that the agreement was merely an arrangement for ascertaining and paying the pre-existing joint and several liability of the surviving partners to the estate of a deceased partner, and not an agreement substituting a new liability of the surviving partners, which should be joint only; and further, that if a new liability was treated, this liability was in equity several and not joint only. *Beresford* v. *Browning*, L. R. 20 Eq. 564. This decision was affirmed on appeal.—*Beresford* v. *Browning*, 1 Ch. D. 30.

See Appropriation of Payments.

Patent.

A patent for a combination of several parts is not necessarily infringed by using a combination of a portion only of those parts.—See *Clark* v. *Adie*, L. R. 10 Ch. 667.

Possession, Reduction to.—*See* Settlement, 5.

Power.—*See* Appointment; Will.

Practice.—*See* Costs; Specific Performance, 4.

Presentment.—*See* Check.

Presumption.—*See* Evidence, 1.

Principal and Agent.

M., the plaintiff's traveller, who had often received orders and payments for the same from the defendant, drew a bill payable to "my order," with the drawer's name left in blank, which the defendant accepted, and gave to M. by way of payment of the defendant's account with the plaintiffs. The defendant had previously accepted a bill drawn by M., with the drawer's name left blank, and the plaintiffs had accepted it in payment of a debt, but it did not appear whether such bill was drawn payable to "my order," or to