

heard it rumble, but heard no whistle. Employees of the road said they heard the whistle, and the engineer of the express train said he whistled as usual, according to a rule of the road. There was a notice-board at the point where S. crossed, warning the public not to cross there, and the railway had power to prohibit crossing there. But it appeared that the public disregarded the notice, and the railway never enforced the rule, but acquiesced in the violation of it. *Held*, that, on this state of facts, the case was properly left to the jury. The jury, not the court, is to pass on contradictory and conflicting evidence. Lords HATHERLEY, COLERIDGE, and BLACKBURN dissented, on the ground that, in the most favorable view of the evidence, there was not enough uncontradicted to entitle the plaintiff to a verdict, and, in such a case, it was for the court to decide, and direct a verdict for defendant or a nonsuit.—*The Dublin, Wicklow & Wexford Railway Co. v. Slattery*, 3 App. Cas. 1155.

2. The owners of the ship G. brought an action against the ship H. for damages from collision. The mate of the H. made an entry, in the log, of the circumstances of the collision, at the time, and her master made a deposition, when he reached port, before the receiver of wrecks, as provided by the Merchant Shipping Act, 1854 (17 and 18 Vict. c. 104, § 448). Both the mate and the master had since died. *Held*, that the log-book and the deposition, were both inadmissible in evidence.—*The Henry Coxon*, 3 P. D. 156.

*Felony*.—A clerk of a bank absconded, March 16, and, on looking over his accounts, it was thought he was a defaulter to the extent of £100, or thereabouts. Subsequently, on March 24, he wrote the bank, confessing to having taken about £8,000. Orders for his arrest were given March 26, and, two days later, a warrant was issued, and committed to a detective, on the exertions of the bank. The detective found the culprit had left England. On March 19 and 22, the relatives of the clerk had interviews with the bankers, and one partner said, "My advice is, that he should get out of the country to America or elsewhere;" and again, on the suggestion of the wife, that the clerk return and throw himself on the mercy of the bank, the partner said, "No, if he did that, we should be obliged to prose-

cute him; if he were abroad, I don't suppose we should trouble further for him." After that, one of the relatives met the culprit in England, and since then he could not be found. On bankruptcy proceedings against the estate of the culprit, the bank was not allowed to prove its claim of £8,000, on the ground that it had compounded the felony. *Held*, by BACON, C. J., that the claim could be proven.—*Ex parte Turquand. In re Shepherd*, 9 Ch. D. 704.

*Feudal Tenure*.—In Lower Canada, where the Crown took lands held in feudal tenure according to the law of France, all the feudal rights of the *seigneur* were extinguished, except a right of indemnity, amounting, until 1667, in the case of lands held by *roturiers*, to one-fifth the value.—*Les Sœurs Dames Hospitalières de St. Joseph de L'Hôtel Dieu de Montreal v. Middlemiss*, 3 App. Cas. 1102.

*Fixtures*.—Testator gave his wife all his "household furniture," &c., "within my dwelling-house at the time of my decease." He lived in a leasehold house, containing tenant's fixtures, as gas-brackets, &c., put up by himself as tenant. *Held*, that these could not pass.—*Finney v. Grice*, 10 Ch. D. 13.

*Fraudulent Conveyance*.—K., the insolvent, assigned all his property to trustees, by a deed purporting to be by K. of the first part, the trustees of the second part, and the assenting creditors of the third part. The trustees were to carry on K.'s business, and pay all costs and charges and preferred claims, and make a dividend to all the creditors who gave notice. If a dividend, so assigned to a creditor, was not called for within a certain time, the trustees were to pay it over to K. Proof of debts, to the satisfaction of the trustees, was required. The assenting creditors were to indemnify the trustees for all loss or damage to which they should become liable. Subsequently, the defendants, who were not parties to the above arrangement, got a judgment against K., and levied on a writ of *fi. fa.* on property in the hands of the above trustees. The debtor had procured the above arrangement by assignment, fearing attachments by the defendants, among other creditors. *Held*, that the transaction was fraudulent and void, under 13 Eliz. c. 5., and the defendants' levy was good.—*Spencer v. Slater*, 4 Q. B. D. 13.