to him as security within six months. A. purchased the advowson, but never conveyed it under the covenant. Subsequently, he borrowed £1,000 from C., and covenanted to convey the advowson to him as security, and deposited with him the title deeds, but did not convey the legal estate. *Held*, that the first mortgage must be postponed to the second.—*Layard* v. *Maud*, Law Rep. 4 Eq. 397,

See Marshalling.

Mortmain.

Shares in the A. company, the business of which was purchasing and improving lands, and selling or letting the same, and in the B. Society, established for raising a fund out of which any member should receive the amount of his share "for the erection or purchase of a house, or other real or leasehold estate," are not within the Statute of Mortmain.—*Entwhistle* v. *Davis*, Law Rep. 4 Eq. 272.

Navigable Waters.—*See* Prescription.

Negligence.

Goods were shipped under a bill of lading containing an exception from liability for "breakage, leakage or damage.' The goods were found to have been injured by oil. It was proved that they were sound when shipped, that there was no oil in the cargo, but that there were two engines near where the goods were stowed, in lubricating which oil was used. There was no evidence of how the injury occurred. *Held*, that the ship-owners, notwithstanding the exception, were responsible for their servants' negligence, and that the above facts were evidence on which a jury were justified in finding negligence.—*Czech* v. *General Steam Navigation Co.*, Law Rep. 3 C. P. 14.

See Mortgage, 2; Railway, 2, 3.

New Trial.

The court cannot grant a new trial, on the application of the prisoner, in a case of felony.—*The Queen* v. *Bertrand*, Law Rep. 1 P. C. 520.

Notice.—*See* Assignment, 3; Evidence, 1.

Nuisance.

The collection of a disorderly crowd outside grounds in which entertainments with music and fireworks are being given by A. for profit, is a nuisance, for which A. is liable to injunction at the suit of the owners of the neighbouring premises, though A. has excluded all improper characters from the grounds, and the amusements within the grounds have been orderly. *Semble*, that letting off rockets, and establishing a powerful band of music, which plays twice a week for several hours continuously within a hundred yards of a house, will be restrained by injunction.—*Walker* v. *Brewster*, Law Rep. 5 Eq. 25.

See Easement; Pleading, 2.

Pardon.—*See* Appeal, 2.

Parent and Child.—*See* Indictment; Master and Servant.

Parties.—*See* Vendor and Purchaser of Real Estate.

Partenrship.

A. and B., partners, agreed that if B. wished to retire, he should give notice, and that A. should have the option to purchase within six months after notice; the partnership property, contracts, &c., to be valued "in the usual way," by two valuers, one to be named by A., the other by B., or the umpire of the two valuers. B., wishing to retire, and A. to purchase, the two valuers were appointed, but B. afterwards refused to allow his valuer to proceed. *Held*, that there was no contract which could be specifically enforced.—*Vickers* v. *Vickers*, Law Rep. 4 Eq. 529.

Patent.—*See* Copyright.

Penal Action.

An informer having recovered from the defendant the penalty of £100 for keeping a house for dancing without the requisite yearly license, *held*, that a second action by another informer to recover a like penalty was not maintainable.—*Garrett* v. *Messenger*, Law Rep. 2 C. P. 583.

Penalty.—*See* Legacy, 3.

Perjury.

1. On the trial of S. for robbery, A., in support of an *alibi*, swore (1) that S. was in a certain house at the time of the robbery; (2) that S. had lived in that house for the last two years; and (3) that S. had never been absent from it more than two or three nights together during that time. In fact, S. had been in prison during one of the two years. *Held*, that the second and third statements were material as tending to make the first more credible, and that A. was rightly convicted of perjury assigned on them.—*The Queen* v. *Tyson*, Law Rep. 1 C. C. 107.

2. The prisoner was convicted of perjury, committed on the hearing of an application for an order of affiliation. The information was proved, and it was shown that the putative father appeared, and that evidence was given on both sides. To give the justice jurisdiction, it was necessary that a summons should have been served on the putative father. *Held*, that the father having appeared, and not having raised any objection to the summons, no evi-