did not consider that he could deprive them of compensation, but held that he could determine on the value of the work done, and make a corresponding allowance.

Interest held to be allowable on a preferred debt, consisting of drafts and promissory notes from the date until paid, and pending suit.—*City Bank* v *Maulson*, 3 Ch. R. 334.

RAILWAY—NEGLIGENCE.—A. travelled daily between L. and. H The train stopped before arriving at the station of H., so as to bring the carriage in which was A. opposite a pile of rubbish. "H." was called out, and shortly after, "Keep your seats." The train then moved on to the station. A., who was very near-sighted, got out when the train first stopped, fell, injured himself, and died in consequence. *Held*, (Kelly, C.B., Willes, and Keating, JJ., dissenting) that there was no evidence of negligence in the railway company to be left to the jury. Even if there were such negligence, the conduct of A. must be considered in deciding whether there was a proper case to be submitted to the jury. (By the whole court)—calling out "H." was not of itself an invitation to alight.—*Bridges* v. *North London Railway Co.* L. R. 6 Q B. (Ex. Ch.) 377.

The Plaintiff took a ticket from defendant railway company, from A. to C. At B., between A. and C., said company's line joined the line of another company, over which the defendants had, by act of Parliament, running powers to C. on payment of tolls, the traffic arrangements being with the second company by said act. Defendants' train ran into a train of the other company, through negligence of the latter, and the plaintiff was injured. *Held*, that the defendants were liable for such negligence. *It seems* the contract is that reasonable care shall be exercised by all by whom such care is necessary, for reasonably safe conveyance to the end of the journey —*Thomas* v. *Rhymney Railway Co.* L. R. 6 Q. B. 266; s. c. L. R. 5 Q. B. 226.

If a person enters the saloon-car of a freight railway train, and, when the train starts, without being requested or directed to leave, remains there as a passenger, contrary to the rules of the company, but with the knowledge of the conductor, who receives from him the usual fare of a first-class passenger, the corporation incurs the same liability for his safety as if he were in their regular passenger train —*Dunn* v. *G. T. R. Co.* (U. S. case), 7 C. L. J. N.S. 329.

SURETY.—The sureties on a bond covenanted that they or either of them should not be released by any arrangement which might be made, with or without their consent, between the principal and obligee for continuation or alteration of time of payment, or additional security. On failure by the principal to pay an instalment due on the bond, W. undertook to pay the whole amount due in case the principal should be unable to discharge the bond in a manner provided. W. had to pay the whole amount. *Held*, that each surety was liable to W. for a moiety thereof.—*Whiting* v. *Burke*, L. R. 6 Ch. 342; s. c. L. R. 10 Eq. 539.

ARBITRATION.—RECEPTION OF IMPROPER EVIDENCE.—On applications to set aside awards for misconduct of arbitrators, the facts which are relied upon to establish charges of partiality and unfairness on the part of an arbitrator must be clearly averred.

Quære as to right on such application to show cause on last day of term.

The decision of an arbitrator being binding on the parties in matters of law as well as in fact, an award will not be set aside because letters are put in as evidence by one of the parties, which are not legal evidence, if the circumstances and the conduct of the arbitrators are consistent with the supposition that they only read the letters for the purpose of judging of their admissibility as evidence, and it not appearing that they actually received them as evidence.—*In re Hotchkiss* v. *Hall*, 7 C. L. J. 320.

PATENT.—Where a patentee had a manufactory in both England and France, it was *held* that a purchaser buying in France had an implied license to sell in England. A patentee, bringing suit for infringement, must prove both that the article was sold, and that it was not manufactured by himself. — *Betts* v. *Willmott*, L. R. 6 Ch. 239.

INSOLVENCY ACT—DISCHARGE—CONFIRMATION—DIVIDENDS.—It is optional with an insolvent whether he will proceed under sec. 97, or under sec. 101 of the Act of 1869; and when there is reason to anticipate that the discharge will be opposed, the latter course is more expeditious. Where a deed of composition and discharge has been duly executed and filed with the assignee, *it seems* notice of the filing and of the insolvent's intention to apply for a confirmation of his discharge may be given at once under section 101, although the month allowed by sec 36 (Form I.) for creditors to file their claims has not expired.

The assignee may declare a dividend at any time within one month after his appointment, and therefore at intervals of not more than three months.—*In re E. D. Tucker, an Insolvent.*