S. A., while lessee of two print-works, erected a weir across the stream which supplied them, and diverted the water from one of them at a point where he was riparian owner, but where defendants, who had no interest in the water, were owners of the bed of the stream. The plaintiff becoming lessee of the last mentioned print-work, and entitled to the water of the stream, removed the weir, which was soon replaced against the will of the defendants. Defendants declined to remove the weir, but gave plaintiff full liberty to do so. *Held*, that defendants were not liable for the continuance of the nuisance.—*Scaby* v. *Manchester, Sheffield, & L. Railway Co.*, L. R. 4 C. P. 198.

Oyer and Terminer—*See* Court.

Parliament.

A statute rendering ineligible for Parliament any one who shall "undertake, execute, hold, or enjoy" any contract for the public service, does not disqualify one who has performed his part of such contract before his election, although he has not been paid.—*Royse* v. *Birley*, L. R. 4 C. P. 296.

Parties—*See* Bankruptcy, 2; Nuisance, 1.

Partition.

A. and B., tenants in common in fee, made an agreement for partition, but both died before the deed was executed. A., the survivor, devised the share agreed to be held in severalty by him, but allowed the legal estate in one moiety of B.'s share to descend to his heir-at-law. *Held*, that the costs of partition, including those of getting in the legal estate, must be borne by the devisees of A., and not by his personal estate.—*In re Tann*, L. R. 7 Eq. 434.

Partnership.

1. Money received by one member of a firm of solicitors, in the course of the management and settlement of the affairs of a client of the firm, is money paid to the firm in the course of their professional business; and the firm are liable for any loss from the dishonesty of the partner by whom the money was received. *Earl of Dundonald* v. *Masterman*, L. R. 7 Eq. 504.

2. A. and B. were partners under an oral agreement to share profits and losses equally. A. died, having advanced to the firm £1900 more than B. The net assets of the partnership were only £1400. *Held*, that the deficiency of £500 was a loss to be borne equally by A. and B.—*Nowell* v. *Nowell*, L. R. 7 Eq. 538.

See Bankruptcy, 2; Discovery, 2.

Pawn—*See* Bankruptcy, 4, 5; Damages; Illegal Contract; Pledge.

Payment—*See* Cheque; Executor and Administrator, 3; Mortgage. 4.

Payment into Court—*See* Interpleader.

Penalty—*See* Mortgage, 1.

Perpetuity.

A fund was bequeathed, after the death of an unborn legatee for life, to all the children of A. (who was alive at the date of the will, share and share alike), and to the children of such of the said children "as shall be then dead, according to the statute of distributions; . . . but in case there shall be no child or grandchild of the said A. then living," then over. *Held*, that this was not a gift to the children of A., vesting at their birth, but to persons to be ascertained at the death of the unborn legatee for life, and therefore void as too remote. *Avern* v. *Lloyd*, L. R. 5 Eq. 333 (3 Am. Law Rev. 100), commented on.—*Stuart* v. *Cockerell*, L. R. 7 Eq. 363.

Pilot—*See* Collision, 2; Error; Will, 6.

Pleading—*See* Collision, 1.

Pledge.

Plaintiff borrowed money of defendants on the security of stock which he transferred to them. Plaintiff repaid the loan in due time, and defendants, who had sold the plaintiff's stock, transferred a like amount of the same stock to him. After a decree by Malins, V.C. (L. R. 6 Eq. 165; 3 Am. Law Rev. 277, 278), charging defendants with the amount for which they had sold the plaintiff's stock, and that he should retransfer that which he had received from them, it appeared that before filing his amended bill plaintiff had sold the stock which he received, a fact not disclosed in said bill. He then filed a petition for leave to transfer a like amount of said stock to defendants, and it was so ordered. *Held*, on appeal, that the order was inconsistent with the decree; and the bill also was dismissed with costs, as not having stated the real facts, but without prejudice.—*Langton* v. *Waite*, L. R. 4 Ch. 402.

See Bankruptcy, 4, 5; Damages; Illegal Contract.

Power.

D. made an agreement, not under seal, with a railway company, by which it was recited that D. was owner of lands specified in the schedule which were required by the company, and that the compensation to be paid D. for taking the same had not been ascertained, and it was agreed to abide by the award of arbitrators. Lands owned by D. in fee, and others settled to such uses as D. should by deed ap-