

DIGEST OF ENGLISH LAW REPORTS.

bequest failed.—*Sinnott v. Herbert*, L. R. 12 Eq. 201.

4. A testator bequeathed all he should die possessed of to his two sisters, A. and S., to be invested as they should direct, A. to have the immediate control of her share, and S. upon attaining twenty-five, until which time in trust for her; and in case of the death of his sisters before the testator, or before marrying and having children of their own, the whole to the survivor. *Held*, that S. took a moiety absolutely on attaining twenty-five, and not subject to the additional contingency of marrying and having children.—*Clark v. Henry*, L. R. 6 Ch. 588; s. c. L. R. 11 Eq. 222.

See DEVISE; PARTNERSHIP, 3; WILL.

LICENSE.—See COVENANT, 4.

LIEN.—See BILL OF LADING, 3; BILLS AND NOTES. LIMITATION.—See LEASE.

LIMITATIONS, STATUTE OF.—See ADVERSE POSSESSION.

LUGGAGE.

A passenger on a railway from Liverpool to London took with him a trunk containing six pairs of sheets, six pairs of blankets, and six quilts, for the use of his household when he should have provided himself with a home in London. The trunk was lost. *Held*, the above articles were not "ordinary luggage," and that the railway company was not liable for their value. The court (per COCKBURN, C.J.), *held* "the true rule to be, that whatever the passenger takes with him for his personal use or convenience according to the habits or wants of the particular class to which he belongs, either with reference to the immediate necessities or to the ultimate purpose of the journey, must be considered as personal luggage."—*Macrow v. Great Western Railway Co.*, L. R. 6 Q. B. 612.

MARRIAGE SETTLEMENT.—See SETTLEMENT.

MARSHALLING ASSETS.—See COVENANT, 1.

MISDESCRIPTION.—See INSURANCE.

MISNOMER.—See INSURANCE.

MISTAKE OF FACT.—See INSURANCE.

MORTMAIN.—See LEGACY, 3.

MORTGAGE.—See POWER; PRIORITY.

MOTION.—See COSTS.

NEGLIGENCE.

By statute, gates must be maintained across a road on each side of a railway crossed by the road, and must be kept closed, "except during the time when horses, cattle, carts, or carriages, passing along the same shall have to cross such railway." The gates being open on one side of the railway, the plaintiff walked within them, and waiting for a train to pass,

started to cross, when he was injured by another train. *Held* (BRAMWELL, J., dissenting), that there was evidence of negligence on the part of the railway company to go to the jury.—*Wanless v. North Eastern Railway*, 6 Q. B. (Ex. Ch.) 481.

See INN-KEEPER.

NOTICE.—See DEED OF SETTLEMENT; LEASE; PRIORITY.

PARTNERSHIP.

1. A. and B. were partners. A debtor to the firm set off against his debt a private debt of B. to him, without A.'s knowledge or consent. A. filed a bill in equity against B. and the debtor to compel the latter to pay over A.'s share of the firm debt, without deducting the private debt of B. *Held*, that one partner had no authority to discharge a partnership debt by setting off his private debt against it; and that the debtor, knowing his own debt to be to a partnership, the bill was sustainable against him; and that as A. and B. would have to join as plaintiffs in a suit at law, the case was properly brought in equity.—*Piercy v. Fynney*, L. R. 12 Eq. 69.

2. One partner of a firm carried on business in Manchester, and the other in York, in each place under the name of "K. & Co." The former partner opened a bank account in Manchester in his own name, and when closed, the account showed a balance due to the bank. The balance had been used for partnership purposes. *Held*, that one partner had no authority to open a banking account on behalf of a firm in his own name, and that the York partner was not liable for the balance.—*Alliance Bank v. Kearsley*, L. R. 6 C. P. 433.

3. A testator gave to his wife his life-interest in a colliery in which he was a partner. By the deed of partnership, profits were to be added to the joint stock, or divided between the partners, or placed to their separate accounts on the books of the firm. For several years the profits were carried to the credit of a profit and loss account, after which subsequent profits were divided. At the testator's death there remained to the credit of the profit and loss account a large sum, most of which had been sunk in the colliery. *Held*, that the testator's share of the sum remaining to the credit of said account went to the remainder-men, not to the tenant for life.—*Straker v. Wilson*, L. R. 6 Ch. 503.

PERIL OF THE SEA.—See CARGO.

PERPETUITY.—See LEGACY, 3.

PLEADING.—See ERROR.

PLEDGE.—See ULTRA VIRES.