2. If, in an action on a bill of lading for loss of goods, a replication has alleged that the collision by which the goods were lost occurred through the "gross negligence" of the defendants, it is not a misdirection to leave it to the jury to say whether the defendants exercised "due care and skill."—*Grill* v. *General Iron Screw Collier Co.*, Law Rep. 1 C. P. 600.

3. A sheriff is liable to an execution debtor for his officer's negligence in not properly lotting at a sale the goods seized under a *fi. fa.*, though the debtor has persuaded the officer not to advertise the sale, has induced him to postpone the sale to a later hour, and has directed him to sell also for a writ lodged with him on that day, under which he could not otherwise have them sold.—*Wright* v. *Child*, Law Rep. 1 Ex. 358.

4. The plaintiff having suffered injury from the negligence of persons in charge of a ship laid up in a public dock, under the care of a ship-keeper, sued the defendant. At the trial it did not appear by whom the ship-keeper was appointed. *Held* (Mellor, J., *dissenting*), that the jury might, in the absence of other evidence, infer from the ship's register, on which the defendant's name appeared as owner, that the persons in charge of the ship were employed by the defendant.—*Hibbs* v. *Ross*, Law Rep. 1 Q. B. 534.

See Corporation, 3; Damages, 2.

Nuisance.

A highway board will be enjoined from allowing any fresh communications to be made with a sewer constructed by their predecessors, which occasions a nuisance to the inhabitants of an adjoining parish, though, from the limited nature of the powers of the board, no order can be made against them which will compel them to close the sewer altogether.—*Attorney-General* v. *Richmond*, Law Rep. 2 Eq. 306.

Parol Evidence.—*See* Will, 1.

Partnership.

1. C. agreed with R. that R. should buy and sell goods on C.'s behalf, the business to be carried on as R. & Co., and R. to receive a salary, and a percentage on profits. R. managed the business, but C. had bought goods for it. Each become bankrupt. *Held*, that the book debts and stock in trade of R. & Co. were joint estate.—*In re Rowland*, Law Rep. 1 Ch. 421.

2. Partnership articles between A. and B. provided that they should carry on business "for the mutual and common benefit of the partners, and risk of profit and loss in equal shares." A.'s capital to be £750, B.'s £1,500; the capital of each to carry interest at £5 per cent., to be allowed yearly, before making up accounts. Sums brought in by either, above those amounts, to bear interest at the same rate, payable before any other interest, and to be withdrawable at three months' notice. The partners were to be at liberty to draw certain sums on account of their shares of profits; the remainder of each partner's share of profits to be added to his capital, and bear interest at £5 per cent., to be paid before division of net profits. On dissolution, after payment of debts, "the remaining capital, stock, moneys and credits belonging to the partnership, shall be divided, or received, or taken by the partners according to their respective shares or interests therein." On dissolution, the capital standing to A.'s credit was not much increased; that of B. greatly so, partly by accumulation of profits, and partly by cash brought in by him. After paying debts, the assets were insufficient to replace the capitals in full. *Held*, that B. should be repaid with interest the additional capital brought in by him in cash, and the residue should be divided between the partners in proportion to their capital.—*Wood* v. *Scholes*, Law Rep. 1 Ch. 369.

Patent.

1. The defendant, in a suit to restrain the infringement of a patent, may dispute its validity, though the plaintiff has obtained a judgment against another person establishing its validity; but, till he has proved its invalidity, he will be restrained from infringing it.—*Bovill* v. *Goodier* (2), Law Rep. 2 Eq. 195.

2. The plaintiff, in a suit to restrain an infringement of a patent, contested on the ground of anticipation by prior user, is not entitled to discovery in answer to a general interrogatory as to the instances of prior user on which he relies.—*Bovill* v. *Smith*, Law Rep. 2 Eq. 459.

3. On the trial of issues in a patent case, the plaintiff may call evidence in reply to rebut a case of prior user set up by the defendant. But, after the defendant's evidence has been summed up, the defendant cannot adduce further evidence in answer to that given by the plaintiff in reply.—*Penn* v. *Jack*, Law Rep. 2 Eq. 314.

4. An objection to the validity of a patent, on the ground that a foreign patent for the same invention has expired, cannot be taken at the hearing of a suit to restrain infringement, unless raised by the answer.—*Bovill* v. *Goodier* (2), Law Rep. 2 Eq. 195.

Pleading.

1. A plea to the further maintenance of an action needs no formal commencement, if it dis-