

DIGEST OF ENGLISH LAW REPORTS.

TATIONS, STATUTE OF; SECURITY; ULTRA VIRES, 3.

NEGLIGENCE.

Servants of a railway company left cut grass and hedge trimmings by the side of the railway for a fortnight; the summer was exceedingly dry, and a fire caught near the rails shortly after the passing of two trains, and a strong wind blowing at the time, ran across a stubble-field for two hundred yards, crossed a road, and set fire to the plaintiff's cottage. *Held*, that there was evidence for the jury that the defendants were negligent in not removing the cuttings, and that the fire originated from sparks from the engine; also, that they were responsible for the natural consequences of their negligence, and the distance of the cottage from the point where the fire originated did not affect their liability.—*Smith v. London and South Western Railway Co.*, L. R. 6 C. P. (Ex Ch) 14; s. c. L. R. 5 C. P. 98; 4 Am. Law Rev. 717; 7 C. L. J. N. S. 102.

See CARRIER; MASTER AND SERVANT, 2.

NOTICE.—See ASSIGNMENT, 1; LANDLORD AND TENANT, 2; PATENT, 1.

NOVATION.

1. H. effected an insurance in the A. Company. Soon afterwards the A. Company amalgamated its business with that of the L. Association, and transferred it to their property and liabilities, the Association agreeing to indemnify the company. Afterwards the D. Association amalgamated its business with that of the B. Company. H. had notice of both amalgamations, and after the last one he received an allotment of profits from the B. Company, and took from them receipts for premiums. *Held*, that there was a novation of the contract with the B. Company.—*In re Anchor Assurance Co.*, L. R. 5 Ch. 632.

2. B. insured his life in the M. Association, which afterwards transferred its business to the C. Company; B. continued to pay his premiums to the latter, but the only evidence of his knowledge of the arrangement was the receipts, some of which stated that the M. Association was "Incorporated with the C. Company." *Held*, that the evidence was insufficient to establish a novation of the contract.—*In re Manchester and London Life Assurance and Loan Association*, L. R. 5 Ch. 640; s. c. 9 Eq. 643.

PARTIES.—See PRINCIPAL AND AGENT, 2.

PARTNERSHIP.

Partnership articles provided that each year a balance-sheet should be made and signed by the partners, and should not afterwards be

opened unless a manifest error should be discovered therein, and then only to rectify such error; and on December 31 after the death of any partner, a similar account should be stated by the surviving partners, and the amount appearing to be due to the deceased partner should be paid by them to the executors. A partner died, and the books were balanced in the usual way. After the amount was made up, some of the assets then due to the firm were discovered to be irrecoverable. It was the practice of the firm to deduct an asset, which in calculating the profits of any year, had been dealt with as a good asset, and was afterwards discovered to be bad, from the profits of the year in which it was discovered. *Held*, that there was no mistake to be corrected and that the amount ought not to be interfered with.—*Ex parte Barber*, L. R. 5 Ch. 687.

PATENT.

1. The 15 & 16 Vic. c. 83, s. 35, provides that assignments and licenses under letters patent shall be registered, and that until such registry "the grantee or grantees of the letters patent shall be deemed and taken to be the sole and exclusive proprietor or proprietors of such letters patent, and of all the licenses and privileges thereby given and granted." *Held*, that although the assignment was unregistered, the assignee could maintain a suit for an injunction against the assignor and subsequent licensees of the assignor with notice. *Semble*, that when the assignment was registered, it would relate back.—*Hassell v. Wright*, L. R. 10 Eq. 509.

2. A chignon-maker obtained a patent for the use of "wool, particularly that kind known as Russian tops, or other similar wools or fibre, in the manufacture of artificial hair, in the imitation of human hair, and also in the manufacture of crimped or curled hair for furniture, upholstery and other like purposes." *Held*, that the specification was too extensive; also, that the simple use of a new material to produce a known article is not the subject of a patent.—*Rushton v. Crawley*, L. R. 10 Eq. 522.

See EQUITY, 2.

PAYMENT.—See LANDLORD AND TENANT, 1.

PERPETUITY.—See POWER, 3; WILL, 6.

PLEADING.—See CRIMINAL LAW, 1.

PLEDGE.—See EXECUTOR, 1.

POWER.

1. By a marriage settlement lands were conveyed to trustees upon trusts for husband and wife for life, and after their decease for such of the children of A. as the wife should appoint; power was given to the trustees to