

DIGEST OF THE ENGLISH LAW REPORTS.

on to a siding, and while so doing was injured by the defendants' negligence. *Held*, that, as the plaintiff was on the siding with the consent of the station-master, that is, of the defendants, the defendants were liable.—*Wright v. London and North-Western Railway Co.*, L. R. 10 Q. B. 301.

See ACT OF GOD ; DAMAGES, 2 ; RAILWAY. 2 ; TRESPASS.

NOTICE.—See MORTGAGE.

NUISANCE.—See DAMAGES, 2.

PARTNERSHIP.

The plaintiff and defendant agreed that an underwriting account should be carried on under the following conditions: That it should be carried on in the name of the defendant only; that policies, losses, and averages should be settled by the defendant, or by the plaintiff as his agent; that the plaintiff should apply the whole or such part of his time to the business as should be required for conducting the same; that proper accounts of the business should be kept by the plaintiff, he obtaining such assistance from time to time as he should find necessary; that the plaintiff should be paid a salary of £150 yearly, by half-yearly payments; that the profits, after deducting all expenses, should be divided between the defendant and plaintiff, the former receiving four-fifths, and the latter one fifth; but, if in any year the business should be carried on at a loss, such loss should be borne by the defendant only; and that if, after any year's division of profits, any unexpected claim should be made against the said parties, they should advance and pay their respective proportions thereof; nevertheless, so that the plaintiff should not be called upon to pay any greater sum in respect of the business of any year than the sum he should have received as his share of the profits for such year. *Held*, that under the agreement the plaintiff was not a partner.—*Ross v. Parkyns*, L. R. 20 Eq. 331.

PAYMENT.—See LIEN.

PERPETUITY.—See ANNUITY, 1.

PRINCIPAL AND AGENT.

The defendant was chairman of a meeting at which there was a disturbance, during which the defendant said, "I shall be obliged to bring those men to the front who are making the disturbance. Bring those men to the front." The plaintiff, who was making no disturbance, was seized by a man with a white ribbon in his coat, and two policemen, and dragged over some benches to the front part of the gallery, and injured. *Held*, that there was no relation of master and servant, or principal and agent, between the defendant and the officers, and that the words spoken by the defendant did not authorise the officers to assault the plaintiff; and that the defendant was therefore not liable.—*Lucas v. Mason*, L. R. 10 Ex. 251.

See MORTGAGE ; PARTNERSHIP ; TRESPASS. RAILWAY.

1. A railway rated as land within a statute laying a tax.—*The Queen v. Midland Railway Co.*, L. R. 10 Q. B. 389.

2. The plaintiff was in charge of certain sheep to be sent from A. to C. A ticket was issued to the plaintiff by the North British line containing the following terms: "If it is desired that any person accompanying the live stock shall be allowed to travel in the same train as the stock without paying a fare, he must travel at his own risk, and must either sign this in token that he agrees to travel at his own risk, or must pay fare: 'I agree to travel at my own risk without paying any fare, and accept a free pass, subject to the following conditions,—that the holder exonerates the company from all responsibility for injury to himself, however occasioned, on the journey for which it is issued.'" The plaintiff did not sign the ticket, and was not asked to do so. The North British line goes no farther than B.; but from B. the cattle-trucks, in which was the plaintiff, were attached to a train of the defendants, and sent along their line to C., under traffic arrangements with the North British line. After leaving B., the plaintiff was injured by the defendants' negligence. *Held*, that the plaintiff was in the same position as if he had signed said ticket, and that the terms of said ticket extended to all risks, connecte with the journey from A. to C., which the plaintiff might meet with as a passenger; and that the North British Railway was authorised to contract with the defendants to carry the plaintiff from B. to C., and that the defendants were therefore not liable.—*Hall v. North-Eastern Railway Co.*, L. R. 10 Q. B. 437.

See NEGLIGENCE.

REDEMPTION.—See ADEMPION ; ANNUITY.

RENT.

When a landlord distrains for rent, he cannot bring an action for rent so long as he holds the distress, although the distress is insufficient to satisfy the rent.—*Lehain v. Philpott*, L. R. 10 Ex. 242.

RECISSION OF CONTRACT.—See SALE.

RESULTING TRUST.

A woman transferred stock she had received from her deceased husband into the joint names of herself, her daughter, and her daughter's husband. She received the dividends on the stock until her death, which took place after her daughter's death. *Held*, that there was no resulting trust, and that the husband was therefore entitled to the stock.—*Batstone v. Satter*, L. R. 10 Ch. 431, s. c. L. R. 19 Eq. 250.

SALE.

On Dec. 1, S. committed an act of bankruptcy; and on Dec. 3 a petition for adjudication was filed and served. On Dec. 5, S. purchased wool at auction, and was allowed to take the wool without paying for it, as the seller supposed S. to be solvent. Dec. 14, S.