

DIGEST OF ENGLISH LAW REPORTS.

was injured. The premises were constructed in the manner usual in the defendant's business; but the hole could, when not in use, have been fenced without injury to the business. *Held*, that the defendant was liable.—*Indermaur v. Dames*, (Exch. Ch.) Law Rep. 2 C. P. 311.

2. The declaration alleged that the defendants were possessed of land with a canal intersecting the same, and of bridges across the canal communicating with certain docks of the defendants, which lands and bridges were used, with the permission of the defendants, by persons coming to and from the docks; that the defendants wrongfully and improperly kept and maintained the land, canal, and bridges, and suffered them to be in so improper a state, as to render them unsafe for persons lawfully passing over the said land and bridges towards the said docks; and that G., lawfully passing over and using the bridges, through the wrongful, negligent, and improper conduct of the defendants, fell into one of the canals, and was injured. *Held*, that the declaration disclosed no actionable breach of duty by the defendants.—*Gautret v. Egerton*, Law Rep. 2 C. P. 371.

3. The defendant, under a contract with the Metropolitan Board of Works, opened a public highway for the purpose of constructing a sewer; three or four months after the work was finished, the plaintiff's horse was injured by stumbling in a hole in the road. The defendant had properly filled up the road; and the hole was owing to the natural subsidence which sometimes takes place, sooner or later, after such an excavation. *Held*, that the defendant was not liable for the damage; for that the obligation of the defendant, as between him and the public, ceased as soon as he had properly reinstated the road, it being the duty of the parish to look after the subsequent repairs, whether rendered necessary by subsidence or ordinary wear and tear.—*Hyams v. Webster*, Law Rep. 2 Q. B. 264.

4. The defendant, a contractor employed by a board of works to enlarge a sewer, made a dam in the sewer, the water above which was removed by pumping. Owing to his negligence in not working the pumps, the sewage flowed on to and injured the plaintiff's premises. *Held*, that the injury was occasioned by acts "done, or intended to be done, under the powers of a board of works," within 25 & 26 Vict. c. 102, sec. 106, and that the defendant was therefore entitled to a notice of an action.—*Poulsum v. Thirst*, Law Rep. 2 C. P. 449.

See CARRIER, 1-4; SHIP, 3.

NOTICE.—See NEGLIGENCE, 4; PRIORITY, 1, 2.

NUISANCE.—See WATERCOURSE, 1, 2.

NULLITY OF MARRIAGE.

1. If the mind of a person entering into marriage appears to have been diseased, the court, on a petition for nullity, will not consider the extent of the derangement.—*Hancock (falsely called Peaty) v. Peaty*, Law Rep. 1 P. & D. 335.

2. Where a guardian *ad litem* had been assigned to a lunatic, a petitioner for nullity of marriage, the court declined, during the hearing of the petition, to adjourn the case on the respondent's application, suggesting the petitioner's recovery, and her desire for the discontinuance of the suit, or to appoint two medical men to examine her; but, after being satisfied by the evidence that she was insane at the time of the marriage, postponed the decree, to give the respondent an opportunity of establishing the fact of the petitioner's recovery; and intimated, that, if satisfied of her recovery, it would not pronounce a decree except at her instance. After three weeks, the guardian *ad litem* obtained a rule for the respondent to show cause why a decree should not be pronounced; and the respondent not showing cause, a decree of nullity was pronounced.—*Ib.*

PAYMENT.—See PRINCIPAL AND AGENT, 2.

PENALTY.—See BENEFIT SOCIETY.

PILOT.—See SHIP, 3.

PLEADING.—See ADMIRALTY, 1; AWARD, 4; COMPOSITION DEED, 1; EQUITY PLEADING AND PRACTICE, 1-3; MISREPRESENTATION, 2; RELEASE.

POWER.

A testator gave all his property to his wife for life, and directed her to pay his debts, and, "at her decease, to make such distribution and disposal of my then remaining property among my children as may seem just according to her discretion." *Held*, a power to the wife, exercisable by will only, to appoint in favor of the children living at her death.—*Freeland v. Pearson*, Law Rep. 3 Eq. 658.

See TRUST, 2; WILL, 4.

PRACTICE.—See EQUITY PLEADING AND PRACTICE PROBATE PRACTICE.

PREScription.—See WATERCOURSE, 1.

PRINCIPAL AND AGENT.

1. One J., by the authority of the promoters of a proposed railway company, and by means of a check signed by them, obtained from the plaintiff money to pay parliamentary fees, on an agreement expressing that it was "to be repaid out of the calls on shares." The act in incorporating the company was passed, the pro-