for the plaintiff, and found that the accident was caused by the presence of the three extra persons in the carriage, and that they were there through the default of the company's servants. *Held*, that there was evidence to go to the jury of negligence on the part of the railway company which was the cause of the injury to the plaintiff.—*Jackson* v. *Metropolitan Railway Co.*, L. R. 10 C. P. 49.

3. A cab driver obtained from a cab proprietor a cab and horse, upon the terms that the driver was to pay the owner 18s. per day and retain earnings above that sum; that the owner was to supply food for the horse; and that the driver was not to be under the owner's control. The horse overturned the cab and injured the driver. The jury found that the horse was not reasonably fit to be driven in a cab; that the owner did not take reasonable precautions to supply a reasonably fit horse; that the driver did not take upon himself the risk of the horse being reasonably fit to be driven in a cab; and that the horse and cab were intrusted to the driver as bailee, and not as servant. A verdict was directed for the driver. *Held*, that as the second finding of the jury amounted to a finding of negligence, a rule for a new trial must be discharged.—*Fowler* v. *Lock*, L. R. 10 C. P. 90.

See Damages, 2; Master and Servant.

Notice to Treat.

A railway company served the plaintiffs with notice to treat for a portion of their lands. The plaintiffs served the company with a counter notice to treat for the whole of their land. The company then gave the plaintiffs notice of their intention to apply to the Board of Trade for a surveyor to determine the value of the whole of the plaintiffs' land. The plaintiffs filed a bill praying an injunction to restrain the company from using part of their land without taking the whole. The company gave the plaintiffs notice that it withdrew its notice to treat, and offered to pay costs; and then filed an answer to said bill, insisting on its right to withdraw its notice to treat. The plaintiffs amended their bill and prayed a declaration that the company was bound to take the whole of their land. *Held*, that the company had not contracted to take the plaintiffs' land.—*Grierson* v. *Cheshire Lines' Committee*, L. R. 19 Eq. 83.

Nuisance.—*See* License.

Partnership.

By partnership articles it was provided that upon the death of a partner his share should be taken by the surviving partners according to its value at the last stock-taking, and the amount found due paid to his executors by fourteen instalments, with interest until payment. A partner died, and his executors allowed his share to remain in the business. Six years afterward the surviving partners filed a liquidation petition. The executors claimed to prove for the value of their testator's share. There were still unpaid some debts contracted by the firm when the deceased partner was a member of it. *Held*, that the executors were not entitled to prove.—*In re Dixon. Ex parte Gordon*, L. R. 10 Ch. 160.

See Executors and Administrators, 2, 3.

Parties.—*See* Bill in Equity, 2.

Patent.

1. Inspection of the defendants' machinery in a patent suit will not be granted unless it is necessary to enable the plaintiff to make out his case.—*Batley* v. *Kynock*, L. R. 19 Eq. 90.

2. The defendants, in performance of a contract with the Secretary of State for War, manufactured and delivered to the secretary certain rifles which were infringements of the plaintiff's patent. *Held*, that as the defendants did not manufacture the rifles as servants to the Crown, they were liable for infringement.—*Dixon* v. *London Small Arm Co.*, L. R. 10 Q. B. 130.

Perils of the Sea.—*See* Insurance, 2; Seaworthiness.

Personalty.—*See* Conversion, 2.

Pilot.

A boat upon a vessel fell upon a pilot and injured him, in consequence of its having been negligently slung by the seamen who were in the defendants' employ. *Held*, that the defendants were liable for the damage, as there is no implied contract between owners and the pilot whom they are compelled to employ that the pilot shall take the risk of injury from the owners' servants.—*Smith* v. *Steele*, L. R. 10 Q. B. 125.

Place.

The tenant of a house together with a piece of inclosed ground adjoining used for cricket, foot-racing, and other games and sports, permitted betting to go on on said ground. *Held*, that said inclosed ground was a "place" within a statute forbidding keeping a "house, office, room, or other place," for betting.—*Haigh* v. *Town Council of Sheffield*, L. R. 10 Q. B. 102.

Pleading.

Declaration on a check. Plea, that the defendant was induced to sign by the fraud of the plaintiff. Issue. The jury found that the defendant had not disaffirmed the contract. The defendant urged that the plaintiff should have filed a replication, if he relied on the defendant's having affirmed the contract. *Held*, that the defendant's plea must be looked upon as an allegation of fraud, and that the defendant in consequence determined the contract; and that in such case a replication was unnecessary.—*Dawes* v. *Harness*, L. R. 10 C. P. 166.

See Bill in Equity, 2; Estoppel.

Possession.—*See* Frauds, Statute of, 1; Sale.

Power.—*See* Advancement.