any offer made to back the train to the platform, nor was it so backed. After several persons had got out of the carriage the husband did so, and the wife then took his hands and jumped from the step, and in so doing strained her knee. There was no request made to the company's servants to back the train, or any communication with them. It was daylight. *Held* (*per* Martin, Bramwell and Pigott, BB.; Kelly, C. C., *dissentiente*), that there was no evidence for the jury of negligence in the defendants.—*Foy* v. *London B. & S. C. R. Co.* (18 C. B. N.S. 225), distinguished.—*Siner* v. *Great Western Railway Co.*, Law Rep. 3 Exch. 150.

3. The plaintiff, on getting into a railway carriage, having a parcel in his right hand, placed his left hand on the back of the open door, to aid him in mounting the step. It was after dark, and he could see no handle, if there was one. The guard, without warning, slammed the door, throwing the plaintiff forward, and crushing his hand between the door and doorpost. *Held* (by Byles and Keating, JJ.; Montague Smith, J., *dissentiente*), that the jury were justified in finding that the guard was negligent, and that the plaintiff was not, and that injury was not too remote to be recovered for. *Fordham* v. *Brighton Railway Co.*, Law Rep. 3 C. P. 368.

4. But when the plaintiff had entered the carriage, and a porter gave warning, and then shut the door, in the ordinary course of his duty, the other facts being as above, *Held*, that the plaintiff could not recover.—*Richardson* v. *Metropolitan Railway Co.*, ibid, 374, in notes.

5. Cattle sent to London by the plaintiff over defendants' railway arrived Sunday, A.M., but by law could not be removed before midnight. Meanwhile they were placed in pens at the station, by the defendants' servants, assisted by a servant of the plaintiff. The plaintiff's servant coming again shortly after midnight, found two steers killed, and was refused leave to take away the remaining cattle unless he signed a receipt for the whole, which he declined to do. Later the plaintiff removed them, but by the delay missed a market. *Held* (*per* Bramwell and Channell, BB.; Martin, B., *dissentiente*), that the defendants' liability as carriers had ceased when the damage occurred.—*Shepherd* v *Bristol & Exeter Railway Co.*, Law Rep. 3 Exch. 189.

See Attachment; Company, 2–4; Negligence, 2; Rent Charge; Ultra Vires.

Reconveyance.—*See* Mortgage, 2.

Register.—*See* Specific Performance, 1.

Release.—*See* Equity Pleading and Practice.

Remainder.—*See* Contingent Remainder; Will, 3–5.

Residue.—*See* Will, 8.

Rent Charge.

Land having been conveyed to the company in consideration of a rent charge, with a power to distrain on the land for arrears, the owner of the rent charge was allowed to distrain, although a receiver of the profits of the company had been appointed in a suit by the owner of a like rent charge, on behalf of himself and other such, who might choose to come in.—*Eyton* v. *Denbigh, Ruthin & Corwen R. Co.*, Law Rep. 6 Eq. 14.

Res Adjudicata.—*See* Collision.

Rescission.—*See* Vendor and Purchaser of Real Estate.

Sale.

1. T. & Co. ordered whiskey of M. & Co., who knew the purpose for which the same was wanted, for barter on the African coast. The spirits were to match one sample in price, flavor and strength, and another in color. They were colored with logwood, which, though not shown to be injurious to health, produced alarming physical effects, and made the natives think it poisoned. By 10 & 20 Vic. c. 60, s. 5, where goods are sold for a specified purpose, the seller warrants that they are fit for that purpose. On an issue, whether the whiskey was colored with an "innocent" material, the judge in Scotland refused an instruction, that T. & Co. must prove that the logwood was injurious to the health of the consumer before they could recover; and there was a verdict for them. *Held*, that the refusal was right, and that M. & C. were liable in damages.—*McFarlane* v. *Taylor*, Law Rep. 1 H. L. Sc. 245.

2. P. *bona fide* ordered and paid for goods of the W. I. Company, which loaded the same on a railway to his address, and sent him the invoices, after the presenting of a petition, but before the winding-up order. *Held*, that the disposition of the property was complete before said order, and the goods were ordered on this ground, as of course, under Companies Act, 1862, sec. 153, to be delivered to P.—*In re Wiltshire Iron Co., Ex parte Pearson*, Law Rep. 3 Ch. 443.

See Damages; Stoppage in Transitu.

Salvage.

A collision occurred between two vessels, A. and B. A. was in tow of a steam tug; the tug afterwards rendered assistance to B. B. was found solely to blame for the collision. *Held*, that the tug's right to salvage was not affected