

DIGEST OF THE ENGLISH LAW REPORTS.

cordingly bequeathed said sum to the trustees. She died, leaving both pure and impure personality. *Held*, that the legacy must abate in proportion of the impure to the pure personality.—*Fox v. Lownds*, L. R. 19 Eq. 453.

NEGLECTANCE.

1. The plaintiffs, colliery owners, owned a side track used for waggons carrying coal. The defendant railway company was accustomed to bring empty return waggons, and shunt them on to the sidings without notice to the plaintiffs, and the waggons were left there under the plaintiffs' control. The defendants brought several empty waggons together, with a disabled waggon loaded on another waggon, and marked "home for repairs," along their road, and shunted them on to the siding, and left them there. On a subsequent night, when it was very dark, the defendants brought up other waggons, and pushed them on to the siding, and then pushed all the waggons there onward, until the disabled waggon struck a bridge belonging to the plaintiffs, and which was not high enough above the track to avoid the disabled waggon. *Held* (by Blackburn, Mellor, Brett, and Archibald, JJ.; Denman, J., dissenting), that there was evidence of contributory negligence on the part of the plaintiffs to go to the jury.—*Radley v. London and North-western Railway Co.*, L. R. 10 Ex. (Ex. Ch.) 100.

2. The plaintiff was a passenger on the defendants' railway to a small station called B. On arrival, the carriage in which was the plaintiff was driven beyond the platform. The plaintiff arose and stepped on to the iron step, and looked to see if there were any servants about, and saw only the station-master attending to the luggage. She stood looking for some one, until she became afraid that the train would move away; and no one coming, she tried to alight by getting on to the footboard, and in so doing slipped and fell, and was injured. She had on her left arm a small bag, and in her left hand a small basket, a small quart case, and an umbrella, but nothing in her right hand. *Held*, that there was evidence of negligence on the part of the defendants to go to the jury.—*Robson v. North-eastern Railway Co.*, L. R. 10 Q. B. 271.

See CARRIER, 1; EQUITY.

NEGOTIABLE PAPER.

For a case where scrip issued in England, by an agent of Russia, by which the holder was to be entitled, on payment of the instalments, to bonds of Russia, on their arrival in England, was held to be negotiable, and pass by delivery to a bona fide holder for value, without title.—See *Goodwin v. Roberts*, L. R. 10 Ex. 76.

See BILLS AND NOTES; CHECK.

NOTICE.—See BANKRUPTCY, 1; INSURANCE, 3.

NOTICE TO QUIT.

Tenancy under a written agreement, dated December 20, 1872, but containing no date

for the commencement of the term, but it was expressed to be for a half year certain, and so on from year to year until a half year's notice to quit should be given by either party. *Held*, that a notice to quit on June 24 was sufficient.—*Sandill v. Franklin*, L. R. 10 C. P. 377.

NUISANCE.—See INJUNCTION, 3, 4.

OWNERS OF LAND.

1. The owners of certain land dedicated a portion thereof to the public as streets, but no steps had been taken to make them repairable by the parish. *Held*, that the owners were not owners of the land so dedicated, so as to be taxable for a portion of the cost of paving the same.—*Plumstead Board of Works v. British Land Co.*, L. R. 10 Q. B. (Ex. Ch.) 203.

2. By statute, commissioners were authorised to send fire-engines beyond the town limits, to extinguish fires in the neighbourhood, and the owners of the lands and buildings where such fire occurred were to defray the expense. *Held*, that "owner" included an occupier who did not own the land.—*Lewis v. Arnold*, L. R. 10 Q. B. 245.

PARTNERSHIP.

1. Articles of partnership for one year were entered into by the plaintiff and defendant. The articles contained an arbitration clause. The partnership continued beyond one year. *Held*, that the arbitration clause was in force.—*Gillett v. Thornton*, L. R. 19 Eq. 599.

2. A., who owned a mill, formed a partnership with B., and it was agreed that the business should be carried on at the mill, and the value of the mill was entered on the books as the capital of A. During the partnership the mill was enlarged and improved. The mill was entered on the yearly balance sheets at its original value, increased by the sums spent in repairs and improvements, but less a certain sum for depreciation. Some years after the formation of the partnership the mill was sold at a price largely exceeding its value in the books. *Held*, that the difference between the selling and the estimated value must be divided between A. and B.—*Robinson v. Ashton*, L. R. 20 Eq. 25.

PART PERFORMANCE.—See LEASE, 1.

PARTIES.—See DAMAGES, 1; INSURANCE, 1.

PATENT.

1. An agreement by the vendor of a patent to assign to the purchaser "all future patent rights, or in the nature of patent rights, which the vendor may acquire hereafter, with respect to said invention," is not contrary to public policy.—*Printing and Numerical Registering Co. v. Sampson*, L. R. 19 Eq. 462.

2. The plaintiff, who obtained a patent in 1865, moved for an interim injunction restraining the defendant, who had a patent, dated 1875, from making, selling, or using an article alleged to be an infringement. There was no evidence of actual use of the plaintiff's patent, except of recent date. Injunction re-