parting with said rails without first satisfying his lien. *Held*, that the acceptances were only payment conditional upon their being honoured; and that, upon their being dishonoured, B.'s lien upon the iron revived, and that the negotiation of the bills made no difference. Also that the wharfinger's certificates were not warrants or documents of title; and that the fact that money was lent upon their being pledged to the lender could not affect the vendor's lien.—*Gunn* v. *Bolckow, Vaughan, & Co.*, L. R. 10 Ch. 491.

Limitations, Statute of.

The plaintiff, a married woman, advanced £20 to the defendant during the lifetime of her husband. In 1867, after the husband's death, the defendant gave the plaintiff an I. O. U. for the amount. The I.O.U. was not paid; and the defendant, being pressed by the plaintiff, wrote in 1871, "It is totally out of my power to liquidate the whole, or even part, of the claim. I am in the anticipation of a better position; and, should I be successful, the claim shall have my first consideration. Meanwhile I shall be pleased to pay a reasonable interest on the amount. The claim has not been forgotten by me, and shall be liquidated at the earliest opportunity possible." And again, in 1871, the defendant wrote, "I can assure you, at present it is utterly out of my power to do anything. I am willing to endeavour to pay it [the debt] off by easy instalments; or I am willing to pay you any reasonable interest to let the matter remain for the present." The plaintiff brought an action in 1874 for money lent, with a count upon a promise to pay in consideration of the plaintiff's forbearance to sue. *Held*, that said letters constituted a fresh promise, for which the forbearance to sue until 1874 formed sufficient consideration.—*Wilby* v. *Elgee*, L. R. 10 C. P. 497.

Lord's Day.

1. The defendants, an incorporated company, were the owners of a building used as an aquarium. There was a room used as a museum, wherein were illuminated microscopes; and there was a reading-room and a dining-room, conservatories and a café. The building was open to the public on payment of an entrance fee of 6d. On Sunday evening, sacred music was played; and the fish were fed at stated hours. Catalogues, guide-books, and programmes of the museum, animals, &c., were sold in the building. Food, wine, and spirits were sold to the visitors. *Held*, that the aquarium was a "place used for public entertainment or amusement."—*Terry* v. *Brighton Aquarium Co.*, L. R. 10 Q. B. 306.

2. In a second action, the facts were the same as in *Terry* v. *Brighton Aquarium Co.*, except that it was stated that the reading-room was used on week days only; and the statements, as to a band playing sacred music on Sunday evenings, and as to newspapers and illuminated microscopes being provided in the building for the amusement of visitors, were omitted.—*Held*, that the aquarium was a "place used for public entertainment or amusement."—*Warner* v. *Brighton Aquarium Co.*, L. R. 10 Ex. 291.

Maintenance.—*See* Trust.

Married Woman.—*See* Husband and Wife; Trust.

Master and Servant.—*See* Principal and Agent; Trespass.

Mortgage.

W., a solicitor, and the acting trustee of a settlement, lent C., a client of his, £2,000 upon a mortgage of a certain estate, the deeds of which were duly delivered to W. Subsequently W. fraudulently delivered the title-deeds to C., who deposited them with his bank as security for advances. The bank informed C. that a solicitor's certificate of title was necessary: whereupon C. referred the bank to W. The bank sent the deeds to W., who certified that C. had a good title, and received a fee from the bank. W. became bankrupt, and the above facts were discovered. C., and afterwards W., died. The surviving trustee and the beneficiaries brought a bill against the bank, praying a declaration that the plaintiffs were first morgagees, and for delivery of the title deed. *Held*, that the bank had no constructive notice of the first mortgage, and was a mortgagee for value without notice of the first mortgage.—*Waldy* v. *Gray*, L. R. 20 Eq. 238.

Negligence.

1. The defendant railway was obliged by statute to carry all carriages, &c., upon its lines, upon payment of certain tolls; and, in fact, received between twenty thousand and thirty thousand foreign trucks weekly. One G. hired trucks from a waggon company, which was to keep the trucks in repair. One of these trucks arrived at Peterborough on the defendant's line, and was there examined by a person in the defendant's employ, and found to have a spring broken, and a part of the woodword cracked. The waggon company put in a new spring without unloading the truck, but did not repair the crack in the wood. The truck was then carried forward and broke down, owing to an old crack in the axle which had not been discovered, and the plaintiff was injured. The jury found that the defect in the axle would have been discoverable upon fit and careful examination; that it was not the duty of the defendant to examine the axle by scraping off the dirt, and so minutely examining it that the crack would have been seen; and that it was the defendant's duty to require from the waggon company some distinct assurance that the truck had been thoroughly examined and repaired. Verdict for defendant, with leave to the plaintiff to move for a verdict for the plaintiff for an agreed sum. *Held*, that, the plaintiff was entitled to a verdict.—*Richardson* v. *Great Eastern Railway Co.*, L. R. 10 C. P. 486.

2. The plaintiff, who had sent a heifer by the defendants' railway to the P. station, assisted with the assent of the station-master, in shunting the car in which was the heifer,