

DIGEST OF ENGLISH LAW REPORTS.

not admit that either of them was in London.—*Sewell v. Cheetham*, L. R. 9 C. P. 420.

See ACTION; MUTUAL INSURANCE COMPANY; NUISANCE.

PRESENTMENT.—See CHECK.

PRINCIPAL AND AGENT.

1. The defendants intrusted the management of their sewage farm to B., giving him power to manage the same in the most beneficial way, with a view to the purposes for which they used it. A ditch ran between the farm and the plaintiff's land; and B., in order to render the ditch more efficient for drainage purposes, went on to the plaintiff's land and pared away the plaintiff's side of the ditch, and cut down brush and trees which impeded the flow of the ditch. *Held*, that the defendants were not liable for B.'s trespass, as B. was not acting within the scope of his authority.—*Bolingbroke v. Swindon Local Board*, L. R. 9 C. P. 575.

2. A surveyor of highways was ordered by the vestry to employ men to raise a portion of a way, and he accordingly contracted with G. to do the work, the vestry finding materials. One-half of the road was raised, and the other half left at the old level, and nothing was done to warn persons at night of the difference of level. The plaintiff drove along the road, and was upset and injured. The surveyor did not personally interfere in doing the work. *Held*, that the surveyor was not liable.—*Taylor v. Greenhalgh*, L. R. 9 Q. B. 487.

3. A principal is answerable where he has received a benefit from the fraud of his agent acting within the scope of his authority.—See *Mackay v. Commercial Bank of New Brunswick*, L. R. 5 P. C. 410.

See ACTION; SHIP.

PRIORITY.—See PARTNERSHIP, 2.

PRIVITY.

By the articles of association of a joint-stock company, it was provided that all expenses incurred in the establishment of the company, not exceeding £2000, which the board of directors should consider might be deemed preliminary expenses, should be defrayed by the company. The plaintiffs incurred expenses in the establishment of the company to an amount exceeding the above sum. *Held*, that no action would lie against the company for the non-payment of the plaintiffs' expenses.—*Malhado v. Porto Alegre Railway Co.*, L. R. 9 C. P. 503.

PROTEST.—See BILLS AND NOTES, 2.

RAILWAY.—See CARRIER; EVIDENCE, 2; NEGLIGENCE, 1.

REMAINDER-MAN.—See TIMBER.

RENT.—See DISTRESS.

REPUTED OWNER.—See BANKRUPTCY.

REVOCATION.—See WILL, 6.

SALE.—See CONTRACT; FRAUDS, STATUTE OF; VENDOR AND PURCHASER, 1.

SET OFF.—See LEGACY, 1.

SHIP.

The plaintiff supplied necessities to the defendants' captain in a foreign port for the use of their vessel. The defendants had agents in this port who were instructed, willing, and able to advance any sums which might be required for the ship; but of this the plaintiff was ignorant. *Held*, that the plaintiff was not entitled to recover the cost of said necessities from the defendants.—*Gunn v. Roberts*, L. R. 9 C. P. 331.

See BILL OF LADING; CHARTER-PARTY; INSURANCE; PILOTAGE.

SIGNATURE.—See WILL, 3.

SLANDER.—See DEFAMATION; LIBEL.

STAMP.—See INSURANCE, 4.

STATUTE.—See CONDITIONAL LIMITATION; PLACE.

STATUTE OF LIMITATIONS.—See LIMITATIONS, STATUTE OF.

SURRENDER.—See NOTICE TO QUIT.

TAIL, TENANT IN.—See CONDITIONAL LIMITATION; ESTATE TAIL.

TEA.—See ADULTERATION.

TENANT FOR LIFE.—See TIMBER.

TENANT IN COMMON.—See DISTRESS.

TESTIMONY.—See EVIDENCE, 2.

TIMBER.

Oak, ash and elm are timber if twenty years of age, and not so old as not to have a reasonable quantity of usable wood in them. Local custom may increase the number of timber trees. A tenant for life can cut all that is not timber, excepting ornamental trees, germins, young trees growing into timber, trees protecting banks, &c. He may cut young timber to promote the growth of the rest. Timber proper cut by the tenant for life, or blown down, belongs to the owner of the first vested estate of inheritance, except in case of fraud and except when cut by order of Court, when the proceeds are invested and the income paid to the tenant for life and the principal paid to the owner of the first vested estate of inheritance on his coming into possession. If the tenant wrongfully cuts trees not timber, the property is still in him at law, though he is liable to an action in the nature of waste.—*Jessel, M. R.*, in *Honywood v. Honynood*, L. R. 18 Eq. 306.

TITLE.—See VENDOR AND PURCHASER, 2.

TRESPASS.—See PRINCIPAL AND AGENT, 1.

TRUST.—See ESTATE TAIL; LIMITATIONS, STATUTE OF; MORTGAGE.

VENDOR AND PURCHASER.

1. The defendants wrote to the plaintiffs offering a certain price for land belonging to