This was an action to recover remuneration for medical attendance. The defendants denied their liability. The case was tried before Pigott, B., at the last Worcester Assizes, and the facts were as follows:—The plaintiff was a surgeon, exercising his profession near the Brettle Lane Station, upon the defendant's line. An accident occurred upon the line near that station, by which one Jones, a servant of the company, was injured. The station-master at Brettle Lane telegraphed to the company's general manager informing him of the accident. He telegraphed back, directing the station-master to secure medical attendance. The plaintiff was accordingly called in by the station-master to attend Jones. Upon this evidence it was objected for the defendants that there was no evidence to charge the defendants, the general manager having no sufficient authority for this purpose. A verdict was found for the defendant for the amount claimed, with leave for the defendants to move to enter a non-suit.

Huddleston, Q. C., now moved accordingly.—A general manager has no authority to pledge the company's credit by employing a surgeon on their behalf. This was held in the case of a station-master in *Cox* v. *The Midland Railway Company*, 3 Ex. 268. And the employment of a general manager is of the same character, though his duties are more extensive.

The Court refused a rule.

Rule refused *

—*Weekly Reporter*

DIGEST.

DIGEST OF ENGLISH LAW REPORTS.

FOR THE MONTHS OF JULY, AUGUST, SEPTEMBER, AND OCTOBER, 1866.

(*Continued from page* 138.)

Husband and Wife.

In an action for necessaries supplied to the defendant's wife while living apart, it is no defence that the wife has been found guilty of adultery in the divorce court, if the defendant also has been found guilty of adultery, and therefore no divorce has been decreed.—*Needham* v. *Bremner*, Law Rep. 1 C. P. 582.

See Executor, 1, 2; Guardian; Power, 3; Separate Estate, 1; Will, 4, 18.

Implied Trust.—*See* Trust.

Income.—*See* Partnership, 2.

Indictment.—*See* Larceny.

Infant.—*See* Guardian; Will, 13.

Injunction.

The owner of land agreed to demise to A. the minerals under it to the west of a certain "fault," supposed to run through the land in the direction indicated on a plan, the land being described as supposed to be eighty-three acres or thereabouts. The owner made a like agreement with B. as to the minerals under the land to the east of the fault, supposed to contain ninety-eight acres or thereabouts. The fault was afterwards found to run so as to leave on the west eight acres only. *Held*, on a bill by B. to restrain A. from working to the east of the fault, that as the court would not, in a suit by B. for specific performance against the owner, have decreed a demise of all the minerals to the east of the fault, he could not be deemed in constructive possession so as to maintain his suit against A.—*Davis* v. *Shepherd*, Law Rep. 1 Ch. 410.

See Carrier, 2; Lease, 2; Light; Nuisance; Patent, 1; Trust.

Insurance.

1. The defendant assigned machinery to secure advances by the plaintiff. The deed contained a covenant to insure, but no provision for the application of the policy moneys, in case of fire, in liquidation of the debt. The machinery was burnt, and the defendants became bankrupts. *Held*, that the plaintiff had no claim to the benefit of the policy as against the defendants.—*Lees* v. *Whiteley*, Law Rep. 2 Eq. 143.

2. Under an insurance policy on goods from L. to M., "including all risk to and from the ship," the policy to endure till the goods should be safely landed at M., there is no implied warranty of seaworthiness of lighters, not belonging to the ship, and used for landing the goods at M.—*Lane* v. *Nixon*, Law Rep. 1 C. P. 412.

3. A ship was chartered for a voyage, at a freight payable on arrival at the port of discharge. The owners insured the freight by a policy containing the usual suing and laboring clause, and also the following clause, "warranted free from particular average, also from jettison, unless the ship be stranded, sunk or burnt." In the course of the voyage, the vessel put into a port of distress, so damaged by perils of the sea as to be not worth repairing, and she was sold. The cargo having been landed and warehoused, the master procured another vessel, the Caprice, to carry it on for an agreed freight, which the owners paid, receiving from the owners of the cargo the full charter-freight. *Held*, (1) that the owners could recover from the insurers, under the suing and laboring clause, the freight of the Caprice, and the expenses of conveying the cargo to her from the warehouses, although

* Since the above was in type we have received the last number of the Law Reports, 2 Ex. 228, where a fuller report of the argument is given, to which the reader is referred.—Ens. L. J.