and from which it was salved was a war risk, and the difficulty of salvage was increased by reason of the latter risk.

MASTER AND SERVANT—SCOPE OF SERVANT'S AUTHORITY—SERVANT ACTING CONTRARY TO ORDERS—TORTIOUS ACT OF SERVANT IN COURSE OF EMPLOYMENT—LIABILITY OF MASTER.

Rand v. *Craig* (1919) 1 Ch. 1. This was an action against a master for an injunction to restrain the tortious acts of his servants, in the following circumstances: The defendant, who was a contractor, employed carters by the day to take rubbish from certain works to his dump, and tip it there. Some of the carters, to suit their own convenience, took the rubbish to a piece of unfenced land of the plaintiffs and dumped it there, and it was held by the Court of Appeal (Eady, M.R., and Duke, L.J., and Eve, J.) that the defendant was not in the circumstances responsible for the tortious acts of his employees, which were done not in the course of their employment, but altogether outside its scope.

EASEMENT—ANCIENT LIGHTS—DOORWAY.

Levet v. *Gas Light & Coke Co.* (1919) 1 Ch. 24. In this case Peterson, J., decided that an easement for light cannot be acquired in respect of a doorway, which was primarily constructed for being closed and thus excluding light. The case might perhaps be otherwise where the doorway is constructed for the purpose of admitting light.

COMPANY—REDUCTION OF CAPITAL—RIGHT OF DEBENTURE-HOLDERS TO OBJECT.

In re Meux Brewery Co. (1919) 1 Ch. 28. This was an application by a limited company for the sanction of the Court to a reduction of its capital in the following circumstances: The company was incorporated with a fully paid-up capital of £1,000,000, in addition to which it had issued perpetual debenture stock for £1,000,000 secured by trust deeds forming a floating charge on all its assets. In 1904 the company lost £800,000, and since that year no dividend had been declared, the profits in each year being applied in reduction of the deficiency which now amounted to £640,000 or more. In 1917, by a special resolution, the company resolved to reduce its capital by writing off the lost capital. The reduction did not involve the release of any liability for unpaid capital, or the return to any shareholder of any