

the court were of the opinion that the word "adjoining" was not restricted to those houses immediately contiguous to No. 5, but, in the circumstances included the other two houses owned by the lessor. Williams, L.J., on the other hand, was in favour of the restricted interpretation, thinking the case was governed by *Ind. Coope & Co. v. Hamblin*, 84 L.T. 168.

CRIMINAL LAW—INDECENT ASSAULT—CONSENT — DIRECTION TO JURY.

*The King v. May* (1912) 3 K.B. 572. This was an appeal against a conviction for an indecent assault, on the ground that the judge omitted to give any direction to the jury on the question of consent on the part of the prosecutrix. But, it appearing to the Court of Criminal Appeal (Lord Alverstone, C.J., and Channell, Phillimore, Avory, and Horridge, JJ.) that there was no evidence from which the jury could reasonably infer any consent on the part of the prosecutrix, it was held not to be necessary for the judge at the trial to give any direction on that point.

MASTER AND SERVANT—NEGLIGENCE OF SERVANT—SCOPE OF EMPLOYMENT—SERVANT ACTING UNDER UNAUTHORISED ORDER OF GENERAL MANAGER—LIABILITY OF MASTER.

*Irwin v. Waterloo Taxi-Cab Co.* (1912) 3 K.B. 588. In this case the plaintiff was injured owing to the negligence of the defendants' servant in driving a taxi-cab belonging to them. The defendants sought to escape liability on the ground that at the time the negligent act took place the servant was driving the general manager of the defendant company on his private business, and not that of the company, and that the manager had no right to use the defendants' vehicles for that purpose. The action was tried by Pickford, J., and a jury, and judgment was given in favour of the plaintiff, which was upheld by the Court of Appeal (Williams, Moulton, and Buckley, L.JJ.), on the ground that the driver was acting within the scope of his employment in obeying the orders of the manager, even though the manager was exceeding his authority in giving the orders; because by the defendants' directions the driver was bound to obey the manager. The fact that the particular vehicle in question was by agreement of the defendants with a customer to be reserved for that customer's exclusive use, which fact was unknown to the driver, was held to be immaterial.