Duncan, whoever he might be; and he stated that the property would be delivered up to the rightful owners as soon as it should be ascertained who they were. The plaintiff subsequently in 1880 procured an assignment of the interests of three ladies who were the sole heiresses-at-law of Ann Duncan—one of them was a married woman whose husband died in 1877, the other two were unmarried. The present action was commenced on 4th January, 1881. Stephen, J., before whom the action was tried, considered that the defendant had constituted himself the agent for the heir-at-law, and could not rely on the Statute of Limitations. On the appeal from this decision the defendant admitted that as to the share of the married woman the plaintiff was entitled to succeed, as by reason of her coverture the Statute of Limitations had not run against her. But as to the other two shares it was contended that the statute was a bar, and of this opinion was the Court of Appeal. The Court of Appeal held that the statute as to these two shares commenced to run in 1868 at the expiration of one year from Ann Duncan's death, that there had been no adoption or ratification of the acts of the defendant within the statutory period, and that no ratification after the statutory period could have the effect of reviving a title which, by force of the statute, had been extinguished.

PRINCIPAL AND AGENT—SECRETARY OF COMPANY, REPRESENTATION BY—ESTOPPEL.

The case of *Barnett* v. *The South London Tramway Co.*, 18 Q. B. D. 815, shows the care that is necessary to be exercised in acting on representations made by the secretary of a company. In this case the defendant company employed contractors to execute certain works. By the contract the defendants had a right to retain a percentage of the amounts for which their engineer had from time to time certified, had been earned on account of the price, until the completion of the work. The contractors having applied to the plaintiffs for an advance upon the security of the moneys retained by the defendants; the defendants' secretary, in answer to the plaintiffs' inquiries, erroneously represented that there was a certain amount of money retained in the defendants' hands which would be payable on completion of the works, whereas, in fact, it was not so. The plaintiffs thereupon advanced money to the contractors on the security of an assignment of the fund supposed to be in the defendants' hands. There being no evidence to show that the secretary had any authority to make the representations he did, it was held by the Court of Appeal (affirming the judgment of Field, J.) that it was not within the scope of the secretary's authority to make such representations, and therefore, that in an action by the plaintiffs as assignees to recover the fund in question, the defendants were not estopped from denying that the money was due.

Lord Esher, M. R., says at p. 817:

> A secretary is a mere servant; his position is that he is to do what he is told, and no person can assume that he has any authority to represent any thing at all; nor can any one assume that statements made by him are necessarily to be accepted as trustworthy without further inquiry, any more than in the case of a merchant it can be assumed that one who is only a clerk has authority to make representations to induce persons to enter into contracts.

PRACTICE — WITHDRAWAL OF JUROR — BREACH BY ONE PARTY, OF COMPROMISE—RETRIAL OF ACTION.

The concluding case in the Queen's Bench Division is *Thomas* v. *Exeter Flying Post Co.*, 18 Q.B.D. 822, and is a decision of the Divisional Court (Day and Wills, JJ.) on an interesting point of practice. The action was against a newspaper proprietor for libel, and at the trial it was agreed that a juror should be withdrawn, and an apology should be made in court by defendants' counsel, and published in defendants' paper. The juror was accordingly withdrawn and the apology offered in court, and on the following day the defendant published an account of the proceedings at the trial and the apology, but in another part of the paper a leading article appeared explaining away the apology; thereupon the plaintiff applied to the judge to have the action retried, which being done, and a verdict of £100 having been obtained—the defendant not having appeared at such retrial personally, or by counsel—a motion was then made to set aside the verdict and for a new trial, the defendant's counsel contending that the withdrawal of the juror put an end to the action; and that the publication of the further libel was the subject of a fresh action, and was not a breach of any undertaking by the defendants; but the court dismissed the motion.