was filled up after the sewer was laid, and, on inspection by the surveyor of the said authorities, pronounced satisfactory. Some months afterwards, the plaintiff's horse, passing over the highway, broke through into a hole about a foot deep, and was injured. No cause could be seen for the subsidence, and a few hours before the accident the surface of the road was intact. *Held*, that there was evidence that the work was not properly done, and the authorities were liable as for misfeasance.—*Smith* v. *West Derby Local Board*, 3 C. P. D. 423.

Partnership.—Under a partnership made in March, it was agreed that the accounts should be made up on March 25 and September 29 of each year, and, in case of withdrawal or death of a partner, his interest should be reckoned as of the last previous account-day so fixed. On the following September 29, the accounts were so made up, and it was then agreed that thereafter the accounts should be made up only once a year and on that day. The next May a partner died. *Held*, that his interest should be computed as of the date of March 25 preceding and not of September 29.—*Lawes* v. *Lawes*, 9 Ch. D. 98.

Party-wall.—At common law, no action lies by one co-owner of a party-wall against the other, for digging out the foundation for the sake of replacing it by a new and better one, provided the proceeding is *bona fide* for improving the property, and no danger or damage attends it.—*Standard Bank of British South America* v. *Stokes*, 9 Ch. D. 68.

Patent.—1. Action for infringement of a patent for "improvements in screws and screw-drivers, and in machinery for the manufacture of screws." The question what constitutes a valid patent in point of novelty, and what constitutes an infringement, discussed.—*Frearson* v. *Loe*, 9 Ch. D. 48.

2. Discrepancy between provisional and complete specifications. The first claimed for the use of a solution of gelatine and bisulphide of lime for preserving meat. The latter mentioned only the use of bisulphide of lime without more. By a prior patent, this substance had been used. *Held*, that, considering the evidence, the next patentees might possibly claim for the process described in the provisional specification, but that that claimed in the complete specification was not novel.—*Bailey* v. *Robertson*, 3 App. Cas. 1055.

Profit à Prendre.—A right of *profit à prendre* in the inhabitants of a parish, to take fagots from the common of the lord of the manor, cannot exist by custom, prescription, or grant, unless by a Crown grant, the inhabitants had been incorporated. Such a grant of incorporation will not be presumed when there is no trace of its existence, especially if the user of the inhabitants claimed is inconsistent with its existence.—*Lord Rivers* v. *Adams*; *Same* v. *Isaacs*; *Same* v. *Ferrett*, 3 Ex. D. 361.

Railway.—1. A railway acquires the fee-simple in lands taken for its purposes; but the land must be used for those purposes. A railway cannot obstruct the windows of a building adjoining the railway, so as to prevent the owner from acquiring an adverse right to look across the railway. An adjoining owner may acquire land left outside the fence enclosing the railway land, by adverse possession, on the presumption that the railway has abandoned it.—*Norton* v. *London & North-Western Railway Co.*, 9 Ch. D. 623.

2. By the Railway and Canal Traffic Act (17 & 18 Vict. c. 31, § 2), railway companies are forbidden to "give any undue or unreasonable preference or advantage to, or in favor of, any particular person or company," in the matter of carrying and forwarding freight. Respondent had a brewery at B. where there were three other breweries. The latter were connected with the M. railway. Respondent's was not. In order to get some of the freight from the three breweries away from the M. railway, the appellant railway carted their goods from the breweries to its freight depot, free of charge, and still made a profit on the whole transportation. The appellant made a charge to the respondent and all others for the same service. *Held*, that this was an "undue preference" within the act, and the respondent could recover in an action for money had and received, what he had paid under protest for such cartage.—*The London & North-Western Railway Co.* v. *Evershed*, 3 App. Cas. 1029; s. c. 2 Q. B. D. 254; 3 Q. B. D. 134.