RECENT UNITED STATES DECISIONS.

School board.—A child attending a public school was injured by reason of the defective and unsafe condition of the building in which the school was kept. *Held*, that she could maintain no action against the school-board of the city, incorporated for the care and management of the schools.—*Finch* v. *Toledo Board of Education*, 30 Ohio St., 37.

Surety.—A defendant appealed from a judgment against him, and gave bond with sureties to prosecute the appeal. Pending the appeal he became bankrupt, and his assignee was, on the plaintiff's motion, substituted as defendant. *Held*, that the sureties were discharged.—*Thomas* v. *Cole*, 10 Heisk. 411.

RECENT ENGLISH DECISIONS.

Action.—A claim for goods lost by a common carrier, alleging a contract to carry the goods safely for hire, and a breach, was *held* to be an action "founded on contract," not on tort.—*Fleming* v. *The Manchester, Sheffield & Lincolnshire Railway Co.*, 4 Q. B. D., 81.

Copyright.—Two books, entirely different in contents and character, were published, each under the title "Trial and Triumph." *Held*, that a copyright in the title might be claimed, though the books were quite different.—*Weldon* v. *Dicks*, 10 Ch. D., 247.

Corporation.—By Act of Parliament it was provided that every contract involving above £50, made by a public corporation, like the defendant, should "be in writing and sealed with the Common Seal." The jury found that the defendant corporation verbally authorized its agent to order plans for offices of the plaintiff; that the plans were made, submitted and approved; that the offices were necessary, and the plans essential to their erection; but the offices were not built. *Held*, that the plaintiff could not recover. *Hunt* v. *The Wimbledon Local Board*, 4 C. P. D., 48; s. c. 3 C. P. D., 208.

Director.—Where a fraudulent and misleading prospectus is issued by the agent of a company or by directors, a director who did not authorize the fraud, or tacitly acquiesce in it, is not liable therefor. Per Fry, J., commenting on *Peek* v. *Gurney* (L. R. 6 H. L. 377), and *Weir* v. *Barnett* (3 Ex. D. 32), *Cargill* v. *Bower*, 10 Ch. D. 502.

Easement.—Two houses, belonging respectively to plaintiff and defendant, had stood adjoining each other, but without a party wall, for a hundred years. In 1849, the plaintiff turned his house into a coach factory, by taking out the inside and erecting a brick smoke-stack on the line of his land next the defendant's, and into which he caused to be inserted iron girders for the support of the upper stories of the factory. The lateral pressure on the soil under defendant's house was thus much increased. The owner did not object to the girders, but it did not appear that he understood the full character of the changes made in 1849. He had since then made no grant by deed of the right to support. More than 20 years after that date, the defendant contracted with one D. to take the house down and excavate the soil for a new building. D. employed N. to do the excavating. N. did it without negligence, but nevertheless, from the withdrawal of the support, the smoke-stack toppled over, dragging the factory along with it. *Held*, that the enjoyment of the support for twenty years raised a presumption that the plaintiff had it of right, but that the defendant was at liberty to rebut the presumption, either by showing (1) That the defendant did not know the character of the alterations made when the house was turned into a factory; or (2) that he had no capacity to make a grant. The defendant might be liable, though the work was actually done by a contractor empowered by him, and although he had given the contractor proper caution as to the dangerous character of the work.—*Angus* v. *Dalton*, 4 Q. B. D. 162; s. c. 3 Q. B. D. 85.

Injunction.—The plaintiffs alleged that their house had been called "Ashford Lodge" for upwards of half a century, and that a house adjoining had been during nearly all that time called and known as "Ashford Villa," and that the defendant had recently bought the latter house, and had proceeded to call it "Ashford Lodge," to the material damage of the plaintiffs and the confusion of their friends. No malice was alleged. The houses were the respective private residences of the plaintiffs and of the defendant. To the first belonged sixteen acres of land; to the second, nine. *Held*, that there was no ground for an injunction, and a demurrer was allowed.—*Day* v. *Brownrigg*, 10 Ch. D. 294.