

DIGEST OF ENGLISH LAW REPORTS.

implication or otherwise.—*The Queen v. Har-
rard*, L. R. 7 Q. B. 361

MUTUAL COMPANY.—*See* INSURANCE.

NECESSARIES.—*See* SOLICITOR, 4.

NEGLIGENCE.—*See* COLLISION; PARTNERSHIP, 2;

PROXIMATE AND REMOTE CAUSE.

NEXT FRIEND.—*See* SOLICITORS.

NEXT OF KIN.—*See* ADMINISTRATION, 1; CON-
STRUCTION, 3.

NON-JOINDER.—*See* PLEADING, 2.

NOTICE.—*See* CONDITION PRECEDENT; LAND-
LORD AND TENANT, 2; VENDOR AND PUR-
CHASER, 2.

NOTICE TO TREAT.—*See* RAILWAY, 2.

OBSCENE PUBLICATION.

One George Mackay was tried for selling under the direction of a religious society a book called "The Confessional Unmasked," consisting of extracts from Roman Catholic theologians and divines. The book was condemned as immoral and obscene. The society then published a "Trial of George Mackay," in which said book somewhat expurgated, but still offensive, was set forth as part of the proceedings. *Held*, that the publication was not privileged from being part of a judicial trial, and that the new issue should be suppressed. *Steel v. Brannan*, L. R. 7 C. P. 261.

ONUS PROBANDI.—*See* PRACTICE, 6.

ORDER OF INSPECTION.—*See* PRACTICE, 3.

PAPERS IN SUIT.—*See* SOLICITOR, 1.

PARENT AND CHILD.—*See* UNDUE INFLUENCE.

PAROL EVIDENCE.—*See* CONTRACT, 2.

PARTIES.—*See* PLEADING, 2.

PARTNER.—*See* PARTNERSHIP, 1.

PARTNERSHIP.

1. A., B. and C. were partners under articles which provided that, upon the death of one partner, the others should continue the business, and pay a portion of the profits to the representatives of the deceased. There was no capital in the firm, except about £100 worth of office furniture. After the death of A. his executors continued to receive a share of the profits, and to demand account of the business. *Held*, that they were not liable as partners.—*Home v. Hammond et al.*, L. R. 7 Ex. 218.

2. A manager of a partnership business agreed to act in the discharge of his functions "without infringing the copartnery rights of" a certain partner. Trustees representing three-fourths of the property authorized the manager to sign the partnership name. *Held*, that he must have the consent of the remaining partners whose rights he had agreed not to infringe. It is acting in excess of a general manager's legitimate powers to increase the wages of employes

or to substitute new and expensive machinery, and negligence in him to deposit large sums of cash in banks, or to sign blank checks for clerks to fill up.—*Beveridge v. Beveridge*, L. R., 2 H. L. (Sc.) 183.

See PLEADING, 1.

PARTNERSHIP BOOKS.

A defendant in a personal suit cannot be required to produce the books of a firm to which he belongs without the consent of his partners.—*Hodley v. McDougall*, L. R. 7 Ch. 312.

PATENT.—*See* LETTERS-PATENT, 1, 2; PRACTICE, 2.

PAYMENT INTO COURT.—*See* JURISDICTION.

PERIODICAL PAYMENT.—*See* CONSTRUCTION OF
STATUTE, 2.

PERFORMANCE.—*See* CONTRACT, 3.

PERPETUITIES, STATUTE OF.—*See* STATUTE OF
PERPETUITIES.

PERSONAL ESTATE.—*See* LEGACY, 3; WILL, 1, 9.

PLEA TO JURISDICTION.—*See* PRACTICE, 4.

PLEADING.

1. A bill to dissolve partnership, and for accounts, set forth a deed which showed that a certain sum had been put in by defendant. The bill said the sum named in the deed was incorrect, but did not pray that the accounts concerning it might be opened. Defendant said in his answer, that the accounts were looked upon as settled at the time of the deed, on the basis there set forth, and refused to give the items in reply to interrogatories. *Held*, that defendant need not demur under the circumstances, but might include all his defence in the answer.—*Wier v. Tucker*, L. R. 14 Eq. 25.

2. Bill filed by plaintiffs on behalf of themselves and all other owners and occupiers of land, other than waste land within the forest of E., except such owners and occupiers as were made defendants, the lords of manors within the forest, persons claiming waste lands which they had enclosed, the attorney-general, and all others interested. Plaintiffs set forth that they were owners and occupiers within the limits of the forest, that the crown had reserved rights therein, to which the rights of the manors were subject, that the forest courts had had jurisdiction immemorially, and that by the forest laws owners and occupiers had enjoyed common of pasture, appendant and appurtenant, in said waste lands from time immemorial. An injunction to restrain defendants from inclosing said waste lands was prayed, together with a general declaration of rights. *Held*, on demurrer, that there was equity in the bill, as being a claim for a general right against several persons claiming particular rights, that there was no misjoinder of