caused by its negligence and that caused by the overflow above the prescribed height of the embankment could be divided. —*Nitro-Phosphate & Odam's Chemical Manure Co.* v. *London & St. Katharine Dock Co.*, 9 Ch. D. 503.

2. Sewer and highway authorities made a contract for laying a sewer along a highway. The contractor dug a trench ten feet deep, which 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.

See Evidence, 1; Lease; Master and Servant, 1; Solicitor, 1. 2.

Next of Kin. See Will, 11.

Notice.—See Bills and Notes; Company, 1; Insurance, 2; Mortgage, 5, 6.

Nuisance.

A yew tree planted four feet from a fence grew and expanded its branches beyond the fence into the plaintiff's close, and his horse cropped the branches and died of the poison. The defendant knew of the growth of the tree. *Held*, that he was liable.—*Crowhurst* v. *The Burial Board of the Parish of Amersham*, 4 Ex. D. 5.

Order.—See Assignment; Contract, 3.

Parties.

W., claiming as next of kin, got administration, and divided the residue, and died, and afterwards the plaintiffs, claiming to be sole next of kin of the intestate, brought suit against W.'s executors for the amount which came into W.'s hands, and asked that W.'s estate might be administered, so far as was necessary to secure his claims, and the administrator *ad litem* of the intestate was made a party. *Held*, that a general administrator of the intestate's estate was a necessary party. —*Dowdeswell* v. *Dowdeswell*, 9 Ch. D. 294.

See Pleading and Practice, 3.

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.

See Accounts, 2; Bills and Notes; Limitations, Statute of.

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 attains 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 bisulpide 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.

Pilot.—See Collision.

Pleading and Practice.

1. Plaintiffs claimed as owners in fee, and the defendant denied, and alleged that they were freehold tenants of his manor. Thereupon, the plaintiffs asked to inspect the manor rolls. They did not any where, even in the alternative, admit that they were freehold tenants. Refused.—*Owen* v. *Wynn*, 9 Ch. D. 29.

2. In an action for damage to cargo, the defendant called for inspection of a survey of the ship, which plaintiffs replied had been procured by them for the purposes of the action solely. *Held*, that the defendant was not entitled. - *The Theodor Körner*, 3 P. D. 162.

3. A married woman, having separate property settled to her use without power of anticipation, cannot be sued personally for debts contracted by her since her marriage, without joining her husband and her settlement trustees.—*Atwood* v. *Chichester*, 3 Q. B. D. 722.

See Evidence, 3; Injunction, 2; Limitations, Statute of; Parties; Solicitor, 2; Specific Performance, 2.

Policy.—See Mortgage, 3.

Power.—See Appointment.

Promotion.—See Company, 2.

Railway.

1. A railway acquires the fee-simple in lands taken for its purposes; but the land must be