by the very strongest evidence.—*In re Allan's Patent*, Law Rep. 1 P. C. 507.

2. A patentee, residing in America, gave his agent in England half the royalties. On an application for extension of the term of the patent, *held*, that in estimating the patentee's profits, such half was to be deducted.—*In re Poole's Patent*, Law Rep. 1 P. C. 514.

3. Under the 15 & 16 Vic. c. 83, s. 25, an extension may be granted of the term of a patent taken out first in England, though a patent has been obtained for the same invention in a foreign state, which would expire before the end of the extended term. *Secus*, if the patent was first obtained abroad by a foreign subject, and afterwards taken out in England.—*Ib.*

Payment.—*See* Bills and Notes.

Penalty.—*See* Vendor and Purchaser of Real Estate.

Pilot.—*See* Collision, 2; Ship, 1.

Pleading.—*See* Bills and Notes; Equity Pleading and Practice, 1, 2; Principal and Surety.

Power.—*See* Devise, 1; Forfeiture; Trust, 2.

Practice.—*See* Admiralty, 2; Equity Pleading and Practice; Prohibition; Probate Practice.

Precatory Words.—*See* Trust, 1.

Prescription.—*See* Way.

Presumption.—*See* Highway, 1; Landlord and Tenant, 2.

Principal and Agent.

1. A railway company agreed to carry A.'s horse free of charge. At the end of the journey, the station-master demanded payment for the horse, and on A.'s refusal gave A. in custody to the police, till it was ascertained that all was right. In an action by A. against the company for false imprisonment, *held*, that as the company would have had no power to detain A., even had he wrongly taken the horse on the train without paying, there was no implied authority from them to the station-master to do so, and that they were not liable.—*Poulton* v. *London and S. W. Railway Co.*, Law Rep. 2 Q. B. 534.

2. The defendant, with W. and others, undertook to form a company. At a meeting of the projectors, of which the defendant was chairman, it was resolved "that the prospectus, as marked with the chairman's initials, be approved, and be printed for circulation, at the discretion of W., as early as possible." W. employed the plaintiffs to print the prospectus, showing them the initialed copy, and saying he was authorized by the defendant to get it printed. The prospectus, when printed, was circulated by the defendant. There was an agreement, unknown to the plaintiffs, between the defendant and W., that W. should bear all expenses of forming the company. *Held*, that there was evidence from which a jury might infer that W. had authority to pledge the defendant's credit for the printing.—*Riley* v. *Packington*, Law Rep. 2 C. P. 536.

3. In an action by a bank against their late manager for improperly discounting bills for his own advantage, for the benefit of companies in which he was interested, it appeared that the transactions were in the ordinary course of business, that the manager had not exceeded his authority, and that no case of bad faith was proved against him. *Held*, that the action could not be maintained.—*Bank of Upper Canada* v. *Bradshaw*, Law Rep. 1 P. C. 479.

See Directors, 1; Insurance, 2, 3.

Principal and Surety.

To an action against sureties on a bond conditioned for the due performance by A. of his duties as collector of poor rates and of sewer rates for the parish of S., the bond to continue in force if A. held either office separately, the breach assigned being that A. had not paid over money received in each capacity, the defendants pleaded that before breach an act was passed increasing A.'s duties as collector of sewer rates, and under which he was also appointed collector of main drainage rates, by those from whom he held his other appointments. The act increased the proportion of sewer rates payable by S., and also imposed on the sewer rates some new small charges. *Held* (1), that A.'s appointment as collector of main drainage rates did not avoid the bond; (2) that the changes made by the acts did not amount to an alteration of the office of collector of sewer rates, and therefore did not avoid the bond; (3) that the plea was bad, as not affording an answer to the liability for A.'s breach of duty as collector of poor rates (Exc. Ch.).—*Skillett* v. *Fletcher*, Law Rep. 2 C. P. 469.

Priority.

1. A trustee learned the insolvency of his *cestui que trust* by reading in a newspaper an advertisement of a petition in insolvency, and he believed the advertisement to be true. The assignee gave no formal notice to the trustee till after A., who had taken a mortgage of the *cestui que trust*'s interest, subsequently to the insolvency, had given formal notice to the trustee. *Held*, that A. was entitled to priority over the assignee in insolvency.—*Lloyd* v. *Banks*, Law Rep. 4 Eq. 222.