

- PAROL EVIDENCE** is inadmissible to explain award. . . . . 614  
*See AWARD.*
- LICENSE, revocation.**  
 Plaintiff derived title to a mill through his father, who, forty-five years ago, cut a canal through the land, now belonging to the defendant, and through which canal the water flowed to the mill until nineteen years ago. when *B.*, the then owner of the land, gave verbal permission to the plaintiff to cut a new canal in substitution of the old one, and, though he gave no express leave to the plaintiff to make a dam on said land, did not object to it when made. The plaintiff, shortly after the permission thus given, cut the new canal, which was 200 yards north of the old one, and erected the dam. Defendant derived title under *B.*, and there were no reservations in any of the deeds. Ten years after this, and after he had been privy to the plaintiff's repairing the dam, defendant abated it, without tendering to plaintiff the expense of its erection.  
 Held: That the permission thus given for the cutting of the new canal, and the erection of the dam, not being under seal, was to be accounted only a parol license, revocable at any time, and that the defendant might lawfully abate the dam, and (per *Dodd J.*) that the conveyance to defendant was a revocation.—*Ripley v. Baker*. . . . . 23
- PAUPERS, removal of.** . . . . . 695  
*See PRACTICE, 7.*
- PERJURY, indictment for held bad.** . . . . . 683  
*See INDICTMENT FOR PERJURY.*
- PERSONAL CONTRACT, what constitutes**  
 The plaintiff, by agreement under seal, contracted to serve the testator in the business of bookseller and stationer, as he should direct, for a term of three years, only two of which had expired at testator's death. It was also agreed that testator should pay the plaintiff, in consideration of such services, a fixed yearly salary; but no mention was made in the agreement of the personal representative of either party, nor any provision made therein in case of the death of either party before the expiration of the term.  
 The testator, by his will directed his executors (the defendants), on his decease, to dismiss the plaintiff, which they accordingly did.  
 Held: That the agreement was a mere personal contract, determinable by the death of either party, and that no action could be maintained against the executors by the plaintiff for his dismissal, nor for the insertion in the will by the testator of the clause directing it.—*Grant v. Johnson et al* . . . . . 493
- PIRATES, property taken by, Admiralty practice as to.** . . . . . 797  
*See ADMIRALTY PRACTICE.*
- PLEADING.**  
 1. *Declaration.*—In an action on a promissory note, by the indorsee against the maker, the declaration should allege that the note was indorsed before it became due. *Chipman v. Ritchie*. . . . . 710