

he cannot by a secret reservation divest him of that authority. It is clear, therefore, that Bushell must be taken to have had authority to do whatever was necessary as incidental to carrying on the business; and to draw and accept bills of exchange is incidental to it, and Bushell cannot be divested of the apparent authority, as against third persons, by a secret reservation. I think Jones was properly held to be liable on the bill." *Edmunds v. Bushell*, Q. B. 97.

Railway—Lands injuriously affected.—The owner of a house, none of whose lands have been taken for the purposes of the railway, cannot recover compensation in respect of injury to the house depreciating its value, caused by vibration, smoke, and noise, in running locomotives with trains in the ordinary manner, after the construction of the railway. *Brand v. Hammersmith and City Railway Co.*, Q. B. 130.

COMMON PLEAS.

Nuisance—Negligence—Occupier.—The plaintiff, in passing along a highway at night, fell into a "hoist hole," which was within fourteen inches of the public way and unfenced. The hole formed part of an unfinished warehouse, one floor of which the defendants were permitted to occupy whilst a lease was in course of preparation, and the aperture was used by the defendants in raising goods from the basement to an upper floor:—*Held*, that the defendants had a sufficient occupation of the premises to cast upon them the duty of protecting the hoist-hole; and that the hole was near enough to the highway to constitute a nuisance. *Hadley v. Taylor*, C. P. 53.

Bill of Lading—Power to Shipowner to land Goods.—By proviso in a bill of lading, simultaneously with the ship being ready to unload the whole or any part of the goods, (forty pipes of lemon juice,) the consignee was bound to be ready to receive the same from the ship's side; and in default, the master or agent of the ship was authorized to enter the goods at the Custom House, and land, warehouse, or place them in lighters at the risk and expense of the consignee. After part of the goods had been landed by the shipowner,

but not before, the consignee was ready and offered to receive the remainder, but the shipowner refused to deliver them to him, and landed them himself:—*Held*, that the contract was divisible; and that unless the shipowner had been prejudiced in the delivery of the remainder, by the default of the consignee in not being ready to receive the whole, he was bound to deliver them. *Wilson v. London, Italian, and Adriatic Steam Navigation Co.*, C. P. 61.

Partnership—Agency—Perception of profits.—S., being about to commence business as an underwriter at Lloyd's, through the agency of one Fenn, in consideration of the defendant (the father of S.) engaging with Fenn to hold a sum of £5000 available for his son, for the purpose of carrying out the arrangement, gave the defendant the following memorandum:—"In consideration of your guaranteeing me to the extent of £5000 in my business of underwriter, until by such business I shall make or acquire from the profits thereof £5000 after providing for all known losses, I hereby promise and agree to pay to you, during your life, in case I shall so long live, an annuity of £500, being equal to 10 per cent. per annum on £5000; and further, that, if at the end of three years from the date hereof, it shall appear that one-fourth of the net average annual profits during that period made by me in the said business shall amount to more than £500, the said annuity shall thenceforth be increased to a yearly sum equal to one-fourth of such net average annual profits made by me in the said business during the said three years;" and the memorandum concluded with these words:—"moreover, in no case are you to be considered as a partner with me in the said business of an underwriter:"—

Held, by the Exchequer Chamber, in accordance with the judgment of the Court of Common Pleas, that the above memorandum did not constitute the defendant a partner with his son.

By a settlement afterwards made on his marriage, S. assigned to the defendant and one D., as trustees, "all and singular the sums of money, earnings, profits, and emoluments which are now in the hands of Fenn,