and such an appeal should, on motion, be dismissed with costs.—*Beaulieu, appellant* v. *Charlton, respondent*, 11 L. C. Jurist, 297.

4. A voluntary assignment must be made to an official assignee resident in the District in which the insolvent resides and carries on his business; and the amending Act, 1865, makes no change in this respect.—*Douglas* v. *Wright*, 11 L. C. Jurist, 310.

Negligence.

Held, that a party is responsible for the negligence of his contractor, where he himself retains control over the contractor and over the mode of work. The relationship between them is then similar to that of master and servant.—*Harold* v. *The Corporation of Montreal*, 3 L. C. L. J. 88.

See Carriers—Railway Company—Surgeon.

Nuisance.

A tomb erected upon one's own land, is not necessarily a nuisance to his neighbor; but it may become such from locality and other extraneous facts.

Plaintiff proved that defendant's tomb, erected within forty-four feet of the former's dwelling-house, contained, in 1856, nine dead bodies, from which was emitted such an effluvium as to render his house unwholesome; that, after an examination by physicians, the bodies were removed; that the tomb remained unoccupied thereafterwards, until 1865, when another body was therein interred; that the plaintiff's life was made uncomfortable while occupying his dwelling-house, by the apprehension of danger arising from the use of said tomb; and, that the erection and occupation of said tomb had materially lessened the market value of his premises. In an action for damages on the foregoing facts: *Held*, a nonsuit was improperly ordered.—*Barnes* v. *Hathorn*, (S. C., Maine) 7 Am. Law Reg. 81.

Promissory Note.

Where the principals and three sureties signed a promissory note, after which, and before delivery, by an arrangement between the principals and surety who *first* signed the note, his name was erased therefrom without the knowledge or consent of the other sureties; and the note was then delivered to the payee in a condition which shewed upon its face that the name of the surety who *first* signed the same had been erased; whereupon the note was received with knowledge of the relation of principal and surety existing between the makers, it was *held*—1st. That the discharge of the surety released the co-sureties who signed the note when his name was upon it. 2d. That the payee received the note under circumstances which would put a reasonably prudent man upon inquiry, and he was charged with knowledge of the rights of the co-sureties. It was also *held*, that if the makers of the note were all principals the erasure of the name of one would be a discharge of the others only *pro tanto*.—*McCramer* v. *Thompson et al.*, (S. C., Iowa) 7 Am. Law Reg. 92.

Railway Company.

1. Where a passenger on a railway train is injured by the misconduct of a fellow-passenger, the company is liable only in case there was negligence in its officers in not making proper efforts to prevent the injury.

Railroad companies are bound to furnish men enough for the ordinary demands of transportation, but not a police force adequate to extraordinary emergencies, as to quell mobs by the wayside.

It is negligence in a conductor to voluntarily admit improper persons or undue numbers into the cars.

Where the evidence shows that an excited crowd, at a way station, among whom were drunken and disorderly persons, rushed upon the cars in such numbers as to defy the resisting power at the disposal of the conductor, it is error in the court to submit that to the jury as evidence from which they may find negligence in the conductor in admitting in the cars either improper persons or undue numbers.

In case of fighting or disorder in the cars, the conductor must at once do all he can to quell it. If necessary, he should stop the train, call to his aid the engineer, firemen, all the brakesmen and willing passengers, lead the way himself, and expel the offenders, or demonstrate by an earnest experiment that the undertaking is impossible.—*Pittsburgh, Fort Wayne and Chicago Railway Co.* v. *Hinds and Wife.* (S. C., Penn.) 7 Am. Law Reg. 14.

2. Where a person employed for a certain term at a fixed salary payable monthly is wrongfully discharged before the end of the term, he may sue for each month's salary as it becomes due; and the first judgment will not be a bar to another action for salary subsequently coming due.—*Huntington* v. *Ogdensburgh and Lake Champlain Railroad Company*, 7 Am. Law. Reg. 153.

See Carrier.

Retainer.

Held, that an advocate has a right of action for a retainer, but he cannot recover from his client more than the fees fixed by the Tariff,