

tiffs against defendant to recover over for breach of warranty, *held*, that the judgment against plaintiffs was not evidence of a breach, though defendant had notice of the action in which that judgment was rendered, and was requested to defend it, and testified as a witness in it.—*Smith v. Moore*, 7 S. C. 209.

7. Action by a city against a land-owner, to recover the expense of abating a nuisance on his land. *Held*, that the decision of the city board of health, made without notice to the owner, that a nuisance existed on the land, was not conclusive evidence (and, *semble*, that it was not evidence at all) that such nuisance in fact existed.—*Hutton v. Camden*, 10 Vroom, 122.

8.—Action on a policy of fire insurance. Plea, that the assured wilfully burned the property. *Held*, that defendants were not bound to prove the plea beyond a reasonable doubt.—*Kane v. Hibernia Insurance Co.*, 10 Vroom, 697 (Court of Errors, reversing judgment of Supreme Court).

*Execution*.—After an execution had been levied on slaves, but before they were sold under it, they were emancipated. *Held*, that the judgment was satisfied.—*McElwee v. Jeffreys*, 7 S. C. 228.

*Executor and Administrator*. — 1. Bill in equity by residuary legatees, against the sureties on the executor's bond, to recover for a *devastavit* committed by the executor. *Held*, not sustainable, the remedy being at law on the bond.—*Edes v. Garey*, 46 Md. 24.

2. Assumpsit against administrators. Plea, *pais darrein continuance*, that they had been removed from office and a new administrator appointed. Replication, that before removal they were guilty of a *devastavit*. *Held*, bad.—*McDonald v. O'Connell*, 10 Vroom, 317.

*Foreign Attachment*. — 1. One summoned as garnishee disclosed that he had given to the defendant a certificate of indebtedness, not negotiable, but which the defendant had sold to a third person. *Held*, that he was not chargeable. *Cairo & St Louis R. R. Co. v. Killenberg*, 82 Ill. 295.

2. A railroad company mortgaged all its property now possessed or hereafter to be acquired; and afterwards, while remaining in possession of the road, made a contract to carry freight for an express company. *Held*, that the express company was chargeable, as garnishee of the railroad company, for all moneys earned by the latter under the contract before the mortgagees

took possession.—*Emerson v. European & North American Ry. Co.*, 67 Me. 387.

3. The State treasurer cannot be held as garnishee, in respect of moneys in his hands due from the State to the debtor.—*Lodor v. Baker*, 10 Vroom, 49.

*Fraudulent Conveyance*. — By statute, a judgment is a lien for seven years on the judgment debtor's land. A creditor having suffered seven years to elapse after recovering judgment, *held*, that equity would not afterwards aid him to set aside a fraudulent conveyance of the debtor's land.—*Fleming v. Grafton*, 54 Miss. 79.

*Gaming*.—Persons who play together at an unlawful game are several and not joint offenders; and therefore they are not accomplices of each other, and one may be convicted on the uncorroborated evidence of another. — *Stone v. The State*, 3 Tex. Ct. App. 675.

*Homicide*.—By the law of Massachusetts, suicide is criminal as *malum in se*, though neither the act nor the attempt to commit it is punishable; and therefore where a person in attempting to commit it, accidentally killed another who was trying to prevent its accomplishment, *held*, that he was guilty of manslaughter at the least; whether of murder, *quære*. — *Commonwealth v. Mink*, 123 Mass. 422.

*Husband and Wife*.—1. Action against husband and wife for the tort of the wife. Verdict, that the wife is guilty. *Held*, that judgment should be rendered against both. — *Ferguson v. Brooks*, 67 Me. 251.

2. A wife cannot, after a divorce, maintain an action against her husband for assaulting and falsely imprisoning her as a lunatic, during coverture; nor against third persons who conspired with him and assisted him therein.—*Abbott v. Abbott*, 67 Me. 304.

3. An execution was levied on land of which the debtor and his wife were seized by entireties. *Held*, that the levy was valid, and passed to the creditor the debtor's estate during his life; but did not divest the wife's right of survivorship.—*Hall v. Stephens*, 65 Mo. 670.

*Insanity*.—On an issue of the sanity of a testator, the jury were instructed that illusions or hallucinations, though evidence of insanity, would not avoid the will, unless such delusion or insanity had entered into or affected the will itself. *Held*, error.—*Eggers v. Eggers*, 57 Ind. 461.