sible on the question of damages.—*Pittsburg, Ft. Wayne, & Chicago Ry. Co.* v. *Powers*, 74 Ill. 341.

2. A servant, hired for a year to work in the lumber trade, embarked in the same trade on his own account. *Held*, that his master might discharge him within the year, though he gave his whole time and attention to the master's business.—*Dieringer* v. *Meyer*, 42 Wis. 311.

Mortgage.—A power of sale in a mortgage was executed after the death of the mortgagor, and a surplus remained, after paying the debt, in the hands of the mortgagee. *Held*, that the administrator of the mortgagor could maintain no action to recover it.—*Chaffee* v. *Franklin*, 11 R. I. 578.

Municipal Corporation.—1. A city owned a wharf, and was entitled to take tolls for its use. A vessel lying at the wharf was injured by striking a stake under water, which could not be seen at low tide. *Held*, that the city was liable, and none the less so because another corporation was required by statute to remove obstructions from the stream, or because the United States occasionally dredged the stream, or because the city received no tolls from the owners of the vessel.—*Petersburg* v. *Applegarth*, 28 Gratt. 321.

2. A child attending a public school in a school-house provided by a city, under the duty imposed on it by general laws, cannot maintain an action against the city for an injury suffered by reason of the unsafe condition of a staircase in the school-house, over which he is passing.—*Hill* v. *Boston*, 122 Mass. 344. [See this case for a very full discussion of the liability of cities and towns to a private action for neglect of public duty.] And see *Aldrich* v. *Tripp*, 11 R. I. 141, *contra*.

3. A city, by changing the grade of a highway, as it had power by statute to do, caused surface water to flow into the plaintiff's cellar. *Held*, that the city was liable to the plaintiff.—*Inman* v. *Tripp*, 11 R. I. 520.

4. The Constitution of Missouri forbids municipal corporations to become stockholders in, or to loan their credit to, any company, unless two-thirds of the qualified voters of such municipal corporation, at a regular or special election to be held therein, shall assent thereto. *Held*, that the assent of two-thirds of the voters actually voting at the election was sufficient.—*Cass County* v. *Johnston*, 95 U. S. 360.

Negligence.—The steerage of a ship at quarantine was fumigated, after excluding passengers, by order of the health officers, with a poisonous substance, put in open vessels; afterwards, the steward sent the passengers back, but neglected to remove one of the vessels, as he had been directed by the health officer to do, though he removed the others; and the child of a passenger drank from the vessel, fell sick, and died. *Held*, that the master of the ship was liable.—*Kennedy* v. *Ryall*, 67 N. Y. 379.

New Trial.—A. and B. were indicted and tried jointly. A. was acquitted; and B. was convicted, and moved for a new trial, on the ground that A. could give evidence for him. But as it did not appear that a severance was asked for before trial, or an acquittal of A. during the progress of the trial, to enable him to testify, nor that B. was ignorant till after trial, of the fact that A. could give evidence, a new trial was refused.—*State* v. *Woodworth*, 28 La. Ann. 89.

Notary.—A notary public certified an acknowledgment on documents which he knew to be forged. *Held*, that the sureties on his official bond were liable for damages caused by his act.—*Rochereau* v. *Jones*, 29 La. Ann. 82.

Nuisance.—Action for suffering water to collect on defendant's land, whence it overflowed on and injured plaintiff's land. *Held*, that defendant was liable, though he had done all in his power to carry the water off safely.—*Jutte* v. *Hughes*, 67 N. Y. 267.

Officer.—Defendant, a sheriff, having attached goods as the goods of A., at plaintiff's suit, afterwards released them, on B.'s claiming them as his, though plaintiff offered to indemnify him for holding them. *Held*, that defendant was not liable at all events; but that the burden was on him to show that the goods did not belong to A.—*Wadsworth* v. *Walliker*, 45 Iowa, 395.

Power.—A will appointed three executors, with power to sell land; and land of the testator was sold and conveyed, with the consent of all, but by the deed of one alone. *Held*, that the power was defectively executed, but that equity would aid it.—*Giddings* v. *Butler*, 47 Tex. 535. See *Mills* v. *Mills*, 28 Gratt. 442.

Trade-mark.—The name "Bethesda," applied to a mineral spring, and used as a mark on barrels in which water from the spring is sold, *held*, entitled to protection as a trade-mark.—*Dunbar* v. *Glenn*, 42 Wis. 118.