the jury "that there was evidence that N. had been absent seven years without being heard of, and that he had not been heard of, if the niece was mistaken in believing that she had seen him; and if the jury thought she was mistaken, then N. might be presumed dead, having been absent more than seven years without being heard of." This was refused, and the court instructed the jury, *inter alia*, as follows: "You cannot say that a man has never been heard of, when in the first place one of his nearest relations says she saw him within two years; still less when every member of the family states that they heard so. You cannot have any one called who saw him die or saw him buried. You have, therefore, no direct evidence except that he was alive three years ago. You have no evidence whatever upon which you could found the presumption that he is dead, that is, that he has never been heard of by any of his relations for the space of seven years, when you find that every one of his relatives heard that he was alive." The court added that the presumption of death was removed by the most positive evidence, and finally: "Under these circumstances, unless you are prepared to find that he was dead in April, 1875, and find it upon evidence which tends to prove directly the contrary, and in the absence of that evidence upon which alone the presumption should be raised of his death, your verdict ought to be for the defendant." *Held*, by the Court of Appeal a misdirection, and on appeal to the House of Lords the Lords were divided, and the holding of the Court of Appeal remained undisturbed.—*Prudential Insurance Co.*, v. *Edmonds*, 2 App. Cas. 487.

Executors and Administrators.—Bequest of personal property to executors to divide it equally among four persons. Part of the property was at testator's death in three second mortgage bonds of the Atlantic and Great Western Railway Company of America, of uncertain value and rapidly falling. At that time they were worth £153 each. They rapidly fell until fifteen months afterwards two of them were sold for £52 each, and the one remaining unsold was worth at the time of the suit £20. One of the legatees had urged the executors to dispose of the bonds earlier, but the executors said they held them in the honest expectation that they would rise. *Held*, that the executors could not be required to make good the loss.—*Marsden* v. *Kent*, 5 Ch. D. 598.

False Pretences.—Case stated on the conviction of one C. for falsely pretending that he was a responsible dealer in potatoes, and had credit as such, whereby one G. was induced to forward him large quantities of potatoes. The evidence consisted of the following letter from C. to G: "Sir,—Please send me one truck regents and one rocks as samples, at your prices named in your letter. Let them be of good quality, then I am sure a good trade will be done for both of us. I will remit you cash on arrival of goods and invoice. P. S.—I may say if you use me well, I shall be a good customer. An answer will oblige, saying when they are put on." *Held*, that the conviction was correct.—*The Queen* v. *Cooper*, 2 Q. B. D. 510.

RECENT UNITED STATES DECISIONS.

Agent.—A promissory note was made to J. S., cashier, or order. *Held*, that the bank of which he was cashier might sue on the note in its own name, without an indorsement by him.—*Garton* v. *Union Bank*, 34 Mich. 279.

2. The owner of property offered to pay a broker a certain sum for selling it. The broker procured parties to treat for the purchase, and the owner gave them time to consider his terms, but before the time was out sold the property to a third party. *Held*, that the broker was entitled to recover the agreed compensation.—*Reed* v. *Reed*, 82 Penn. St. 420.

Animal.—1. Action to recover for the killing of plaintiff's dog by defendant's dog. *Held*, no defence that plaintiff's dog was unlicensed, and might, therefore, by statute, be killed by "any person;" defendant's dog not being a "person."—*Heisrodt* v. *Hackett*, 34 Mich. 283.

2. In an action to recover for injuries suffered by the bite of defendant's dog, the plaintiff may recover on proof that the dog was vicious, and that defendant knew it, without showing that he had ever before bitten any one.—*Rider* v. *White*, 65 N. Y. 54.

Arson.—A servant who sets fire to his master's house, by his master's procurement, for the purpose of defrauding the insurers, is not guilty of arson.—*State* v. *Haynes*, 66 Me. 307.