latter said, in *Herman* v. *Jeuchner*, 15 Q.B.D., at p. 563; 53 L.T.R.N.S., 94: "In this case the illegal purpose has been wholly performed, and, *therefore*, the plaintiff cannot recover." Now it must be taken that, although the contract has not been wholly performed, money paid cannot be recovered back; and consequently, we suppose, if nothing is done under it at all the same rule applies.—*Law Times.*

A NOVEL CAUSE OF ACTION.—The courts have had very little consideration for us of late, and consequently we have felt that our columns were in danger of becoming dry. But just now several amusing cases have arisen to enliven us and our readers. In the English case of *Giles* v. *Walker*, one farmer sued another for allowing his adjoining land to become overrun with thistles, whereby, aided by the contributory negligence of the wind, the plaintiff's demesnes became infested with the noxious visitant, and he demanded the expense incurred in eradicating it. The defendant was condemned in the County Court to pay £3 therefor. The appellate court took a different view—as Artemus Ward said, "didn't see it in those lamps"—or, as one of our exchanges remarks: "Where, however, the negligence comes in is not clear, and the Divisional Court, to which an appeal was made, was somewhat more jealous of new actions. It would be very desirable no doubt if every one would keep his land in good order, and generally if our neighbours were all that we could desire. But there are unfortunately aberrations from this ideal, and the law does not always put them right. Negligence appears to indicate the omission to perform some duty, but hitherto no man has been under any duty to the general public to cultivate his land in a careful manner, and yet there must have been unthrifty farmers ever since our law began." There was no implied contract or obligation, as there was in the famous cabbage-seed case of *White* v. *Miller*, 71 N.Y., 118, where the Shakers innocently sold for Bristol cabbage a seed which had become impregnated by the wind with another seed from a neighbouring bed, causing a hybrid or barren result. Perhaps Walker was a Scotchman, and had an affection for thistles; or perhaps he was an——, but we must not let our sense of humor carry us extravagantly.—*Albany Law Journal.*

RIGHT TO CROSS-EXAMINE A SWORN WITNESS NOT EXAMINED IN CHIEF.—At the recent Taunton Assizes, before Stephen, J., with a common jury, in a dispute over work and labour done in making and saving hay, the counsel for the plaintiff called a witness into the box and had him sworn. The solicitor for the plaintiff then, having communicated something to the counsel, the latter stated his intention of not examining the witness, asked him no questions, and requested him to step down. Thereupon the counsel for the defendant asserted his right to cross-examine the witness before he left the box. The counsel for the plaintiff did not deny that the witness in question could speak as to the transaction. After hearing arguments on both sides the Court decided that, under the circumstances, the counsel for the defendant had the right to cross-