to B for malicious prosecution, though the facts charged by him did not amount to an indictable offence, and B was acquitted on that ground.—*Dennis* v. *Ryan*, 65 N.Y. 385.

Mandamus.—Mandamus lies against the owners of a cemetery, to compel them to permit the burial of a person whom the owner of a lot in the cemetery has a right to bury there.—*Mount Moriah Cemetery Association* v. *Commonwealth*, 81 Penn. St. 235.

Master and Servant.—The engine in a factory was moved from one part of the building to another, and thereby its shaft was left projecting into a room where it had not been before, and a person employed in that room, while attending to her usual duties the next day, the shaft not having been cut off as it should have been, was injured by it. *Held*, that the owner of the factory was liable.—*Fairbank* v. *Haentzche*, 73 Ill. 236.

Municipal Corporation —A city has not, unless specially empowered by its charter, power to establish fire limits, and to declare wooden buildings within such limits to be nuisances.—*Pye* v. *Peterson*, 45 Tex. 312.

New Trial.—1. A verdict cannot be set aside because one of the jury was an infant, if his name was on the list of jurors returned and impanelled, though the losing party did not know that he was an infant until after verdict.—*Wassum* v. *Feeney*, 121 Mass. 93.

2. A and B were indicted jointly. A was convicted and B acquitted. *Held*, that A might have a new trial on showing that B could give material evidence for his defence, as he could not, by any diligence, have obtained B's evidence before.—*Rich* v. *The State*, 1 Tex. N. S. 206.

Officer.—An office was tenable for six years, and until a successor should be elected and qualified. Before the term expired, a successor was elected and commissioned, took the oaths of office, and died. *Held*, that, on the expiration of the term, there was a vacancy, and that the incumbent did not hold over.—*State* v. *Seay*, 64 Mo. 89.

Partnership.—The partnership of A and B was dissolved by the death of A; and B afterwards carried on the same business in partnership with C. *Held*, that a partner retiring from another firm which had had dealings with A and B, was not bound to notify B of his retirement, nor liable on a contract afterwards made by the remaining members of his firm with B and C.—*Gaar* v. *Huggins*, 12 Bush, 259.

Party Wall.—A, owning two adjoining lots of land, conveyed one to B, by deed duly recorded, containing this clause: "It is agreed that the partition wall of any building hereafter erected on the granted premises may be placed half on the granted premises and half on the adjacent lot; and the owner of such lot shall, whenever he uses the wall, pay half its cost." B built a party wall accordingly. A afterwards conveyed the adjacent lot to C, who conveyed to D, who used the party wall. *Held*, that he was liable to B, either on the covenant in the deed from A to B, or on an implied assumpsit for using B's property.—*Richardson* v. *Tobey*, 121 Mass. 457.

Railroad.—1. A receiver of a railroad was appointed in a suit, brought by holders of bonds of the railroad secured by mortgage, to foreclose. *Held*, that he should pay, out of the net earnings of the road, wages due, at the time of his appointment, to laborers and other employees for the building and operation of the road, before paying anything to the bondholders.—*Douglass* v. *Cline*, 12 Bush, 608.

2. The conductor of a railroad train is bound to keep order on the train, and to protect passengers, to the best of his ability, against assaults by other passengers; and if he does not use reasonable exertions to do so, the railroad company is liable.—*New Orleans, St. Louis & Chicago R.R. Co.* v. *Burke*, 53 Miss. 200.

Tax.—Assessments for making roads were laid on the abuttors in proportion to the frontage of their estates on the road. *Held*, that this system was unequal and unconstitutional, as applied to rural or suburban property.—*Seeley* v. *Pittsburgh*, 82 Penn. St. 360.

Witness.—A and B were jointly indicted. A's wife was admitted as a witness for the State. *Held*, error, and not cured by the subsequent entry of a *nol. pros.* against it.—*Dill* v. *The State*, 1 Tex N. S. 278.

GENERAL NOTES.

In the year 1823 some curious evidence was given before a Committee of the House of Commons appointed to inquire into the existing mode of engrossing bills, with the view of ascertaining whether it was susceptible of altera-