

opinions lay. *Stillman v. Flenniken*, 58 Iowa, 450; S. C. 43 Am. Rep. 120, holds another contrary to the above opinion. It appears from the case that the owners of the chattel knew that it was annexed to the land. This is not directly stated in the case, but the reasoning of the court leads to this conclusion. *D. & Bay City R. Co. Busch*, 43 Mich. 571, seems to hold that the grantor of the realty is not liable in any case where the chattel of another has been affixed to the land without his consent, and the grantee subsequently buys the real property.

A railroad company was sued for the conversion of certain ties which had been placed on the road-bed by contractors before the road was turned over to the company. But the language of the court modifies the apparent scope of the decision: "Having deliberately chosen to wait until the property not only changed custody, but was also annexed still more firmly by ballasting, he cannot now treat as personalty in the hands of the railroad company converted by a mere failure to give it up on demand, what became to *his knowledge* a part of the realty in the hands of the contractors, against whom he had a remedy for the only conversion that ever took place.—*Albany Law Journal*."

Reviews and Notices of Books.

Mr. Pollock's treatise on the general principles concerning validity of agreement in the law of England and America has been re-published by the Blackstone Publishing Company, of Philadelphia, from the fourth English edition. It contains notes on the American cases by Franklin S. Dickson. This book will be a valuable addition to the series now so well known to the profession. We notice a large number of valuable text-books recommended by the editor for re-printing next year.

Notes on Exchanges and Legal Scrap Book.

STATUTE OF FRAUDS.—In *Slingerland v. Slingerland*, lately before the Minnesota Supreme Court, the defendant had proposed orally to the plaintiff to discontinue four other actions between them, and to allow the defendant the money involved in a fifth one; and, in consideration of so doing, offered to convey to him a certain farm, and the personal property on it, on the day that the plaintiff should marry a young lady then named by him. The plaintiff then orally accepted the proposition, dismissed four of the actions, and allowed the defendant the money involved in the fifth one. He also married the young lady; but when he thereafter demanded the conveyance of the farm, as agreed upon, the defendant