a distinct transaction.—*Raymond* v. *The State*, 54 Miss. 562.

*Statute.*—The court refused to declare a private statute void, without further evidence than the agreement of counsel that it was passed without the notice required by the Constitution.—*Gatlin* v. *Tarboro*, 78 N. C. 119.

*Surety.*—1. The official bond of a sheriff was conditioned that he should account for moneys collected by him within a certain time. Afterwards, the time was extended by statute. *Held*, that the sureties on the bond were not discharged.—*Prairie* v. *Worth*, 78 N. C. 169.

2. Action against the sureties on an official bond. Plea, that before the making of the bond the officer had held the same office, and had embezzled moneys, and was a defaulter; of all which the obligee at the time of making the bond had notice, but the sureties had not. *Held*, good.—*Sooy* v. *The State*, 10 Vroom, 135.

*Tax.*—1. By force of an amendment to a city charter, changing the limits of the city, lands which were subject to a lien for unpaid city taxes were brought outside the new city limits before the day fixed for their sale. *Held*, that the lien was lost.—*Deason* v. *Dixon*, 55 Miss. 585.

2. The Constitution provides that all property shall be taxed in proportion to its value. A statute enacted that every owner or harbourer of any dog should pay one dollar for the privilege of keeping him. *Held*, that dogs were not property, nor such payment a tax, within the meaning of the Constitution—*Ex parte Cooper*, 3 Tex. Ct. App. 489.

3. A foreign coal-mining corporation sent coal by rail through the State to tide-water, whence it was shipped to other States. All its business was done at an office in another State, where all orders were taken. *Held*, that the State could not tax it, either on the coal awaiting shipment at tide-water, or on that delivered from its cars in the State, direct from the mines, on orders transmitted through the foreign office.—*State* v. *Carrigan*, 10 Vroom, 35.

*Trespass.*—One who was in possession of land, under a parol contract to purchase it, dug clay from open pits on the land, and made it into bricks. *Held*, that he was not liable as a trespasser for so doing, though he afterwards failed to carry out his contract to purchase.—*Beattie* v. *Connolly*, 10 Vroom, 159.

*Trust.*—Testator gave lands to a charitable use, under the direction of a trustee, to be appointed by a court. When the will was made, that court had no power to appoint a trustee for that purpose; but, before testator died, such power was conferred on the court by statute. *Held*, that the court might appoint a trustee.—*Mann* v. *Mullin*, 84 Penn. St. 297.

*Verdict.*—A jury, by consent of parties, returned their verdict to the clerk of court, and separated. The next morning, it was discovered that the verdict was for the plaintiff, not specifying any sum; whereupon the court reassembled the jury, and they found a proper verdict. *Held*, regular.—*Maclin* v. *Bloom*, 54 Miss. 365.

*Warranty.*—Land was conveyed with warranty; afterwards, the State, having title paramount, sold the land. *Held*, that the grantee might abandon the land, and sue on the covenant, though he had not been evicted or molested by the State or its grantee.—*Green* v. *Irving*, 54 Miss. 450.

*Way.*—A statute permitting owners of coal-beds on both sides of any stream to have a right of way either over or under such stream, between such coal-beds, for the purpose of mining the same, *held*, unconstitutional.—*Waddell's Appeal*, 84 Penn. St. 90.

*Will.*—1. By statute a nuncupative will is valid if made in the last sickness of the testator. *Held*, that it need not be shown, to establish such a will, that the testator had not time to make a will in writing, or that he had no hope of recovery.—*Harrington* v. *Stees*, 82 Ill. 50.

2. A testator erased certain clauses in his will, with the intent of revoking them only. *Held* (1), that the whole will was not revoked; (2), that those clauses were; (3) that the property covered by them, in the absence of any thing in the will showing a contrary intention, passed by a general residuary clause.—*Bigelow* v. *Gillott*, 123 Mass. 102.

3. A will written and signed with a pencil, *held*, valid.—*Myers* v. *Vanderbilt*, 84 Penn. St. 510.