Deceit.—1. In a suit to recover the purchase-money of a plantation on the Mississippi River, *held*, that the vendee might recoup the damages suffered by inundations, which the vendor had fraudulently represented that the plantation was safe from; including the diminished value of the plantation below what was paid for it, by reason of its exposed situation, and also the actual loss of crops, of cattle drowned, and of fences washed away.—*Estell* v. *Myers*, 54 Miss. 174.

2. Defendant, on the sale of a farm to plaintiff, falsely represented that a certain noxious weed did not grow on it; and defendant bought it, relying on such representations. In fact, the weed grew on the farm; and plaintiff had visited the farm, and gone over it freely, and knew the weed by sight, and might have seen it growing on the farm. *Held*, that he could not maintain an action for deceit. (Three judges dissenting.)—*Long* v. *Warren*, 68 N. Y. 426.

Deed.—1. Land was conveyed by deed, the boundary "beginning at" a certain tree. *Held*, that the centre of the tree was not necessarily the boundary, but that evidence of an actual occupation on a line beginning at or near one side of the tree was admissible to show the true boundary.— *Stewart* v *Patrick*, 68 N. Y. 450.

2. Land bounding on a stream was conveyed, the grantor "reserving the right of occupying the pond and shore for the purpose of securing and holding timber taken from his property." *Held*, that he had the right to pile timber on the land, as well as to moor to the land timber floating in the water.—(Two judges dissenting.)—*Lacy* v. *Green*, 84 Penn. St. 514.

Devise and Legacy.—1. Devise to A, for life, and, if she have lawful issue, then to said issue in fee; but, should she die without lawful issue, then over. *Held*, (1) that A. took only an estate for life; (2) that the devise over was good as a contingent remainder.—*Timanus* v. *Dugan*, 46 Md. 402.

3. Devise "to J. S. and family." J. S. had a wife and six children. *Held*, that he and his wife took one-seventh of the estate, as tenants by entireties, and the children each one-seventh. *Hall* v. *Stephens*, 65 Mo. 670.

3. Testatrix gave a certain sum to each of her two sisters, and in case of the death of either "without natural heirs," the bequest to go to the survivor.—*Held*, that "natural heirs" meant issue.—*Miller* v. *Churchill*, 78 N. C. 372.

Divorce.—A malicious prosecution of a husband by his wife, for an alleged assault and battery, *held*, not such cruelty by her as to entitle him to a divorce.—*Small* v. *Small*, 57 Ind. 568.

Emblements.—Land was conveyed in fee simple, "possession to be given at the death of" the grantor, with a very sweeping clause conveying all rents and profits, privileges and appurtenances, with much particularity, and in the fullest manner. On the grantor's death, *held*, that the grantee, and not the grantor's executor, was entitled to growing crops.—*Waugh* v. *Waugh*, 84 Penn. St. 350.

Evidence.—1. In a civil action for maliciously burning a building, *held*, that the defendant could not give evidence of general good character.—*Gebhart* v. *Burkett*, 57 Ind. 378.

2. In an action by a father to recover for the services of his son, on a *quantum meruit*, the defendant may show that the son embezzled an amount exceeding all wages due him, so that his services were worth nothing.—*Schoenbergh* v. *Voight*, 36 Mich. 310.

3. In an action by the superintendent of a manufacturing company, against the company, to recover his salary, he gave in evidence the certificate of the treasurer of the company that so much was due him. *Held*, that the certificate was not binding on the company as an admission, without proof that the treasurer had authority to make it. *Kalamazoo Manuf. Co.* v. *McAlister*, 36 Mich. 327.

4. A bill of exceptions, agreed to by the counsel on both sides and allowed by the judge, containing the substance only of the testimony of a witness in a capital case, *held* admissible in evidence on a second trial of the case, the witness having died meantime.—*State* v. *Able*, 65 Mo. 357.

5. Assessments of taxes *held*, not admissible to show the value of land.—*Hanover Water Co.* v. *Ashland Iron Co.*, 84 Penn. St. 279.

6. Defendant sold goods by sample to plaintiffs, who sold them by the same sample to a third person, who afterwards sued plaintiffs for breach of an implied warranty of quality, and recovered judgment, which plaintiffs satisfied. In an action by plain-