Easement. — Defendant having acquired by deed a right to lay down and keep in repair an iron pipe through plaintiff's land, to convey water from a spring which also supplied plaintiff's land, laid down a two-inch pipe and used it several years. *Held*, that the extent of the easement thus became fixed, and that defendant could not substitute a four-inch pipe.—*Onthank* v. *Lake Shore & Michigan Southern R. R. Co.*, 71 N. Y. 194.

Evidence.—In an action to recover for personal injuries. *Held*, that the plaintiff might be required to submit to a medical examination by physicians appointed by the Court.—*Schroeder* v. *Chicago, Rock Island & Pacific Railroad Co.*, 47 Iowa, 375.

Homicide.—The prisoner snapped a pistol at a woman to frighten her, not knowing that it was loaded; and it went off and killed her. *Held*, manslaughter.—*State* v. *Hardie*, 47 Iowa, 647.

Indictment.—Indictment for breaking and entering the storehouse of the Oxford Iron Company, with intent to steal the goods of that Company, then there being. *Held*, that it was to be presumed that the Company was a corporation, and that no averment of the fact was required; and that the ownership of the building and of the goods was sufficiently stated.—*Fisher* v. *The State*, 11 Vroom, 169.

Innkeeper.—Plaintiff left his horse at defendant's inn, and went to stay with a friend. The horse was killed by an accident. *Held*, that defendant was not liable as an innkeeper, but only for want of ordinary care.—*Healey* v. *Gray*, 68 Me. 489.

Insurance (Fire).—A policy of insurance on partnership property was conditioned to be void if any change should take place in the title or possession of the property. In a suit to wind up the partnership one partner was made receiver. *Held*, that the policy continued in force.—*Keeney* v. *Home Ins. Co.*, 71 N. Y. 396.

Larceny.—The prisoner took and carried away a horse, with intent to keep it concealed till the owner should offer a reward for its return, and then to return it and obtain the reward. *Held*, larceny.—*Berry* v. *The State*, 31 Ohio St., 219.

Lien.—Plaintiff delivered to defendant a horse, to be trained to run in illegal races. *Held*, that the defendant had a lien on the horse for his services and expenses.—*Harris* v. *Woodruff*, 124 Mass., 205.

Master and Servant.—A city employed a contractor to build a sewer; in the course of the work it was necessary to blast a rock; and the contractor did it with all due care, but a piece of stone was thrown out by the blast against a house, and injured it. *Held*, that the city was liable.—*Joliet* v. *Harwood*, 86 Ill. 110.

Negligence.—The posts and wires of defendants' telegraph, lawfully erected in a street, were broken down in a heavy snow-storm, and plaintiff was injured by their fall. *Held*, that defendants were not liable at all events, but only if they were negligent in not building and keeping their line sufficiently strong to stand any storm that might reasonably be expected. —*Ward* v. *Atlantic and Pacific Telegraph Co.*, 71 N. Y. 81.

Partnership.—A sale by a partner, in payment of his own debt, of goods which are in fact goods of the partnership, but which the partnership has so intrusted to him as to enable him to deal with them as his own, and to induce the public to believe them to be his, and which the creditor receives in good faith and without notice that they are the goods of the partnership, is valid against the partnership and its creditors.—*Locke* v. *Lewis*, 124 Mass., 1.

Prohibition.—The Supreme Court of Tennessee, having by the Constitution appellate jurisdiction only, refused to grant a writ of prohibition.—*Memphis* v. *Halsey*, 12 Heisk. 210.

Promissory Note.—A note was indorsed by the payee and another person. The maker in good faith, but without the knowledge of the endorsers, inserted the name of the second endorser in the body of the note, and discounted it. *Held*, that both indorsers were discharged. *Aldrich* v. *Smith*, 37 Mich., 468.

Sale.—Defendants sold and delivered seed to plaintiffs in response to an order for "Bristol cabbage-seed." *Held*, that a warranty was implied that the seed would produce Bristol cabbage; and also a warranty that it was free from any latent defect arising from the mode of cultivation.—*White* v. *Miller*, 71 N. Y. 118.