amounted to an assault, and the shooting was a part of the same continuous transaction, and took place in consequence of said assault, the policy was void. *By a majority of the Court*, it is not essential that the deceased should have had reason to believe his criminal act might expose his life to danger.—*Cluff* v. *Mutual Benefit Life Ins. Co.*, 13 Allen 308.

Master and Servant.—1. Subordinate servants of a railroad company, injured by the negligence of a servant of superior grade,—*e. g.*, a laborer, injured by the negligence of the superintendent of the road in starting a train at an unusual time,—can recover of said company.—*Haynes* v. *East Tenn. & Ga. R. R.*, 3 Coldwell, 222.

2. A flagman employed by a railroad corporation was an habitual drunkard, and was usually intrusted with the management of a switch, which by the rules of the company it was the duty of another person to manage. These facts were, or by the use of due care might have been, known to the officers of the corporation. The flagman, through intoxication, failed properly to adjust said switch, in consequence of which a fellow-servant was injured. *Held*, that the corporation were liable for the injury, and this, although they employed a special agent to hire and superintend servants, who must have been negligent to have kept the flagman in said employment.—*Gilman* v. *Eastern R. R. Co.*, 13 Allen, 433.

Murder.—Plaintiff in error was a private soldier, and in June, 1865, was detailed by his superior officer as one of a scouting party. A lieutenant and ten men were added to the party on the march. Some of the soldiers of the party shot a man, and the plaintiff in error was indicted and convicted of murder in the second degree. *Held*, that the proof being unsatisfactory that the plaintiff aided or abetted in the unlawful act of killing, his presence did not make him criminally liable. The detail was on its face a lawful order, and the soldier had no right to enquire of the officer the purpose of the detail.—*Riggs* v. *The State*, 3 Coldwell, 85.

Negligence.—1. A child seven years old, while on a railway track, unattended, was killed by a train. *Held*, that this was such negligence on the part of his parents as to prevent a recovery for the death, it not having been caused wilfully.—*Pittsburgh F. W. & C. R. Co.* v. *Vining*, 27 Ind. 513.

2. The deceased was compelled by the conductor of the defendants to stand upon the platform of a crowded car, and while there was thrown from the car by another passenger getting off in haste and carelessly, and was killed. *Held*, that the defendants were liable for his death. The wrongful act of a third party did not excuse the defendants' wrong.—*Sheridan* v. *B. & N. R. R. Co.*, 36 N. Y. 39.

3. A horse-car, with its inside and platform full, was stopped for the plaintiff, who got on and stood upon the steps, there being no room elsewhere. While there he was injured. The conductor had taken his fare. *Held*, that the defendants were liable. The above facts rebutted any presumption of the plaintiff's negligence.—*Clark* v. *Eighth Avenue R. R. Co.* 36 N. Y. 135.

4. Defendants' servant let down the chain which guarded the passage way from a ferry boat to the landing, before the boat was properly secured to the bridge, in consequence of which act the plaintiff's leg was crushed between the boat and the wharf. *Held*, that this was negligence for which defendants were liable.—*Ferris* v. *Union Ferry Co.* 36 N. Y. 312.

Promissory Note.—A promissory note being presented by one bank at another bank where it was made payable, was certified to be good, and was then stamped "paid" by the presenting bank, but on the same day the maker's want of funds being discovered, notice was given to the presenting bank, which, however, declined to cancel the certificate. The certifying bank then paid the amount, took the note and re-presented it at its own counter, had it duly protested and notified the indorsers. *Held*, that the facts did not amount to payment of the note, and the bank was entitled to recover from the indorsers.—*Irving Bank* v. *Wetherald*, 7 Am. L. R. 352.

Telegraph—1. A telegraphic message was