

executor at par, and paid for the same by check on his account as executor, which he deposited to the credit of his individual account; which was overdrawn to an amount less than that of the deposit; but he owed the bank in other ways a sum much greater than that of the deposit. *Held*, that the bank was affected with notice of the fraud, and liable to refund the whole amount of the deposit, with interest from the time of deposit.—*Holden v. New York & Erie Bank*, 72 N. Y. 286.

*Bill of Lading*.—The owner of wheat in transitu from the West to Buffalo obtained a loan from the plaintiffs, bankers in that city, on the security of the bill of lading of the wheat; on arrival of the wheat in Buffalo the owner, without the plaintiffs' knowledge, caused it to be shipped on canal boats to defendants, merchants in New York, from whom he had previously obtained advances on the security of fraudulent bills of lading, which falsely certified the shipment of the wheat on the canal boats by which it was afterwards actually sent. *Held*, that defendants could not hold the wheat against plaintiffs.—*Marine Bank v. Fiske*, 71 N. Y. 353.

*Bills and Notes*.—The acceptor of a bill of exchange bought it of the payee before maturity. *Held*, that he was not a *bona fide* holder as against the maker, and that the maker might defend an action on the bill on the ground of failure of consideration between himself and the payee.—*Stark v. Alford*, 49 Tex. 260.

*Bond*.—An office was tenable by law for a year, and until a successor should be appointed and qualified. The person appointed to the office gave a bond conditioned for the faithful performance of his duties generally. *Held*, that it was binding only during the year, and during a reasonable time thereafter for the appointment and qualification of a successor.—*Rahway v. Crowell*, 11 Vroom, 207. So where the holder of a like annual office gave a bond for the performance of his duties until "another" officer should be chosen, *held*, that it was binding only during the year, though the same person was re-elected the next year.—*Citizen's Loan Association v. Nugent*, 11 Vroom, 215.

*Burglary*.—The lower floor of a building consisted of shops which were occupied by the firm of A. and B.; the upper, of sleeping-rooms

one of which was inhabited by A., one of the firm. There was no interior communication between the floors; but the upper was reached by passing from the lower into an enclosed yard, and from thence up stairs. The prisoner broke and entered the shops. *Held*, burglary. *Held*, also, that the building was rightly described in the indictment as the dwelling-house of A. and B.—*Quinn v. The People*, 71 N. Y. 561.

*Carrier*.—A passenger by rail carried on his person, without notice to the railroad company, bonds of great value, which were taken from him by robbers on the train. *Held*, that the railroad company was not liable for the value of the bonds.—*Weeks v. New York, New Haven & Hartford R. R.*, 72 N. Y. 50.

*Confession*.—At a criminal trial, the written statement of the prisoner's declarations before the magistrate who committed him for trial was offered in evidence, but not admitted, because not duly attested. *Held*, that oral evidence of the same declarations was competent.—*State v. Simien*, 30 La. Ann. 296.

*Contract*.—1. A newspaper establishment was sold, the purchaser assuming the payment of all the outstanding liabilities of the newspaper. At the time of the sale, an action for libel was pending against the seller, in which judgment was afterwards recovered against him. *Held*, that the purchaser was not bound to pay the judgment.—*Perret v. King*, 30 La. Ann. 1368.

2. Defendant contracted that a third person should sing at plaintiff's theatre. *Held*, that sickness of such third person, without defendant's fault, at the time agreed on for the singing, excused defendant from a performance of his contract.—*Spalding v. Rosa*, 71 N. Y. 40.

*Damages*.—The agent of a sewing machine company sold a machine, to be paid for by instalments, with an agreement that on any default of payment the seller might enter on the buyer's premises and retake the machine. Payments were duly made to the agent, who omitted to credit them to the buyer; and thereupon other agents of the company entered the buyer's dwelling-house, and forcibly removed the machine, which was detained one day and then returned. *Held*, that the company was liable in exemplary damages.—*Singer Mfg. Co. v. Holdford*, 86 Ill. 455.