

face, and no action lies against him for refusing to execute it; though he is protected if he does execute it.—*Newburg v. Munshower*, 29 Ohio St. 617.

*Parent*.—See *Negligence*, 1.

*Passenger*.—See *Carrier*, 3.

*Payment*.—Where a promissory note held by a bank, in which the maker is a depositor, is dishonored, and the indorser is duly notified, and the maker afterwards makes a deposit on his current account, the bank is not bound to apply it in payment of the note, and the indorser is not discharged.—*Nat. Bank of Newburgh v. Smith*, 66 N.Y. 271.

See *Limitations, Statute of*, 2.

*Physician*.—See *Witness*.

*Presumption*.—The law will not presume that a woman seventy-five years old cannot have children.—*List v. Rodney*, 83 Penn. St. 483.

*Principal and Agent*.—See *Agent*.

*Principal and Surety*.—See *Surety*.

*Proximate and Remote Cause*.—Plaintiff owned houses fronting on a street, on the other side of which was a river. Defendants, a railway company, occupied with tracks and buildings the street, and land beyond, which they made by partly filling up the river. Plaintiff's houses took fire, and were destroyed, the engines and firemen being unable to reach the river by reason of the obstructions caused by defendants. *Held*, that defendants' acts were not the proximate cause of plaintiff's loss; so that even if such acts were unlawful, defendants were not liable for the loss.—*Boach v. Burlington & Missouri R. R. Co.*, 44 Iowa, 402.

*Quo Warranto*.—1. The Constitution provides that any candidate for office guilty of bribery shall be disqualified for holding office. *Held*, that an officer might be removed by *quo warranto* for obtaining his election by bribery, without being first convicted of the offence on an indictment.—*Commonwealth v. Walter*, 83 Penn. St. 105.

*Railroad*.—Where a statute made railroad companies liable for all damages caused by fire from their locomotives, and gave them an insurable interest on property exposed along their lines, *held*, that they were liable as insurers, and that it was immaterial whether the owner of property so damaged was negligent or not.—*Rowell v. Railroad*, 57 N. H. 132.

See *Carrier*, 1, 3, 4; *Contract*; *Damages*, 2;

*Fixture*, 2; *Foreign Attachment*, 1, 2; *Negligence*, 1, 2; *Tax*, 2; *Trust*, 1, 2.

*Rape*.—See *Evidence*, 1.

*Receiver*.—See *Foreign Attachment*.

*Reprieve*.—By statute, a reprieve granted to any person under sentence of death, on any condition whatever, shall be accepted in writing by the prisoner. *Held*, that the governor might grant a respite without conditions; that such reprieve need not be accepted; and that it might properly fix a future day for execution, which should then be done without further order of the court.—*Sterling v. Drake*, 29 Ohio St. 457.

*Rescission*.—A chattel was sold with warranty, and with an agreement that it might be returned if not satisfactory. *Held*, that the purchaser had a double remedy, and might sue on the warranty, though he had offered to return the chattel; the right to return being in pursuance, and not in avoidance, of the contract.—*Kimball Manuf. Co. v. Vroman*, 35 Mich. 310.

*Revocation*.—See *Agent*, 2; *Judgment*, 1.

*Sale*.—A sale by sample implies no warranty of quality, but merely that the goods are of the same kind as the sample, and merchantable.—*Boyd v. Wilson*, 83 Penn. St. 319.

See *Agent*, 1; *Corporation*, 2; *Rescission*.

*Search-warrant*.—A warrant appearing on its face to authorize the search of a dwelling-house for property belonging to the justice issuing the warrant, alleged to have been stolen, is absolutely void, and no protection to the officer who executes it.—*Jordac v. Henry*, 22 Minn. 245.

*Sewer*.—See *Tax*, 3.

*Sheriff*.—See *Officer*.

*Statute of Limitations*.—See *Limitations, Statute of*.

*Stock*.—See *Trust*, 3.

*Sunday*.—See *Limitations, Statute of*, 1; *Trial*, 1.

*Surety*.—A promissory note indorsed, due and unpaid, was replaced by a bond executed by the maker and indorser of the note to secure the same debt. *Held*, that the indorser, though in form a principal, was in equity only a surety on the bond.—*Merriken v. Godwin*, 2 Del. Ch. 236.

*Tax*.—1. A depositor in a bank took from the bankers a writing acknowledging the receipt of a certain sum equal to the amount of his deposit in United States bonds not taxable, and