

does not thereby gain a private right in such brand as trade-mark.—*Chase v. Mayo*, 121 Mass. 343.

*Watercourse*.—Trespass by a riparian proprietor for carrying away gravel from the bed of the stream. The Court took judicial notice that the stream was not navigable, and held that, this being so, the fact that its bed was not included in the United States Survey, nor in terms conveyed to the riparian owner, did not exclude his ownership *ad filum aquæ*.—*Ross v. Faust*, 54 Ind. 471.

### NEW PUBLICATIONS.

Mr. Joel Prentiss Bishop, the well-known author, has recently published a work on "The Doctrines of the Law of Contracts." In his preface he says:

"This book is the outgrowth of a plan to collect, in simple and compact language, and arrange in an order of my own, the essential doctrines of the law of contracts; referring mainly to the larger books, which the reader was expected to consult as he had occasion, for illustration and the adjudged cases. But on proceeding to do what I had thus undertaken, I found the plan impossible with me, though doubtless it would not be with an author of greater ability. When I felt, in those books, for the ribs in the body of the law of contracts, and for the spinal column, I could not distinguish rib or backbone from muscle.

"Should I abandon altogether what I meant? That I would not do. So I have traveled through the adjudged cases, collected the leading doctrines, and arranged from them what I deemed to be a skeleton of the law of the subject, put with it so much of flesh in the form of illustration as seemed imperative, and draped the whole with as thin a gauze of needless words as I deemed the public taste would bear. My object has been to present the body of the law of contracts, without its bloat, in form to be examined and re-examined, by old and young, the learned and the unlearned,—the student, the practicing lawyer, the judge, the man of business,—as any skeleton is, by all classes of enquirers.

"But why refer to so many cases? Because, first, the foot-notes are in nobody's way,—they do not injure the book for those who do not

wish to use them. Secondly, those who have occasion to look beyond the general doctrines, which the text supplies, into their minuter forms, or to see further illustrations of them, have here the directions provided for ready use. Thirdly, practitioners who, in arguing before a court, desire to rely on a proposition in the book, have thus the means in hand for making the proposition good."

**DISTURBING THE DEAD.**—The New York *Sun* has the following: A survivor of the wreck of the iron-clad *Tecumseh*, who lives in this city, received a letter on Monday from the United States Attorney for the Southern District of Alabama, informing him of the granting of a perpetual injunction against junk dealers, and all other persons, restraining them from interfering with the remains of the iron-clad and two hundred men whose bones lie in her hulk at the bottom of Mobile Bay. The *Tecumseh* was sunk by a torpedo in the channel, off Fort Morgan, Mobile Bay, in the fight under Admiral Farragut on the 5th of May, 1864, and, of the two hundred souls on board, only seven escaped. They found egress through a hatch eighteen inches square, in the turret. The wreck has lain ever since deep down in the quicksand where the vessel sank,—a vast iron coffin for the men who went down in her, no attempt having been made to recover their bodies. Secretary Robeson sold the wreck, last winter, to junk dealers, for old iron. It being necessary to make some six hundred blasts to obtain the iron in pieces, which would have scattered the bones of the patriots in all directions, steps were taken to stop this desecration of the patriots' remains, and a temporary injunction was obtained. An appeal from the proceedings was taken by the junk dealers, and the United States Circuit Court for the District of Alabama has ordered that the injunction be perpetual.

**GOING BEYOND THE JURISDICTION.**—A creditor in Maysville, Ky., sought to get an attachment on the ground that his debtor had said, "I'm going to sell out and go to hell," thus justifying a belief that he intended to quit the State. The Justice decided that the remark was no indication that the debtor meant to go out of Kentucky.