

the Canadian Government, to answer to the charge of forgery, and was tried on that charge, and acquitted. *Held*, that he should be discharged without trial on the indictment for embezzlement.—*Commonwealth v. Hawes*, 13 Bush, 697.

*False Pretences*.—Indictment for obtaining money by false pretences that the prisoner owned unencumbered land. In fact, there was an incumbrance, duly recorded, on the land. *Held*, that the indictment was not sustainable; because the prosecutor might and should, by the use of ordinary care, have ascertained the truth.—*Commonwealth v. Grady*, 13 Bush, 285.

*Illegal Contract*.—A contract for the sale of wheat in store, to be delivered at a future time, which required the parties to advance "margins" as security, and provided that if either party should fail, on notice, to advance further margins, according to the market price, the other party might consider the contract filled, and demand the difference between the contract and the market price, without showing an ability or readiness to perform on his part, *held*, illegal.—*Lyon v. Culbertson*, 83 Ill. 33; *Eudolf v. Winters*, 7 Neb. 126.

*Indictment*.—Information charging that the defendant, not being licensed, kept liquors with intent to sell, offered them for sale, and sold them, *held* not bad for duplicity, though each of the acts charged was in itself a separate statutory offence.—*State v. Burns*, 44 Conn. 149.

*Injunction*.—The defendants, a board of city water commissioners, threatened to cut off the water from plaintiff's house, occupied by his tenant, on account of the tenant's default in not paying water rates for another house, hired by him of another person. *Held*, that such action was unreasonable, even if warranted by the terms of defendant's by-laws; and an injunction was granted.—*Dayton v. Quigley*, 29 N. J. Eq. 77.

*Insurance (Fire)*.—A policy forbade the making of gas within the building insured, "or contiguous thereto." *Held*, that a building fifty feet away from that insured was not contiguous, within the meaning of this clause.—*Arkell v. Commerce Ins. Co.*, 69 N. Y. 191.

*Malicious Prosecution*.—In an action for malicious prosecution, it appeared that the

prosecution was before a justice of the peace, who convicted the plaintiff; but the conviction was reversed on appeal. *Held*, that there was at least *prima facie* evidence of probable cause for the prosecution.—*Wornack v. Circle*, 29 Gratt. 19.

*Mandamus*.—A city was directed and required by Statute to maintain a bridge. *Held*, that any citizen might apply for a *mandamus* to compel the city to do so.—*Pumphrey v. Baltimore*, 47 Md. 145.

*Municipal Corporation*.—A city, in raising the grade of a street, piled up earth so that it rolled over on to adjacent land and did damage. *Held*, that the city was liable.—*Hendershott v. Ottumwa*, 46 Iowa, 658.

*Negligence*.—Action against a city to recover damages caused by a defective highway on which plaintiff was passing in a hired carriage driven by a friend. *Held*, that contributory negligence in the driver would defeat plaintiff's recovery.—*Prideaux v. Mineral Point*, 43 Wis. 513.

*Nuisance*.—The habitual neglect of a railroad company to give proper signals when its trains were about to cross a highway, *held*, indictable as a public nuisance.—*Lexington & Nashville R. Co. v. Commonwealth*, 13 Bush, 388.

*Partnership*.—A partnership was formed for carrying on mining operations on land owned or to be purchased by the firm. *Held*, that one partner had no power to buy land for the use of the firm, nor to bind the firm by bills drawn for the purchase-money of such land.—*Judge v. Braswell*, 13 Bush, 67.

*Watercourse*.—Defendant conveyed to plaintiff land with a factory on it, and the right to use water drawn from springs on defendant's land, and to enter on that land to repair water-pipes and to dig other springs if necessary; and reserved to himself the use of the water at certain places and times. Afterwards, he made excavations on his own land, which drained the water from the springs which supplied the factory. *Held*, that he was liable to plaintiff.—*Johnstown Cheese Manuf. Co. v. Veghte*, 69 N. Y. 16.

*Will*.—A testator having two children, left all his property to his wife; after the date of the will, two other children were born to him. *Held*, that the will was revoked by implication of law.—*Negus v. Negus*, 46 Iowa, 487.