newspapers reported him as saying that he "founded himself on the authority of an eminent sergeant-major." The late Mr. Bonar Dowse, when at the Bar, in a speech in an important case, quoted Tennyson's words, "a cycle of Cathay," but the learned reporter declared next day he had said "a circus in Bombay." On another occasion, when a judge, he remarked from the Bench that "the ordinary Irish resident magistrate was as incompetent to state a case as to write a Greek ode," whereas the newspaper reporter made out that he said that "the ordinary Irish resident magistrate could no more state a case *than he could ride a Greek goat.*"

After these lapses we must excuse a Toronto reporter who stated that a learned counsel who had said he "relied on the well-known rule of *ejusdem generis*," had declared to the court that he "relied on the well-known rule of *be just and generous.*"

NOTES OF UNITED STATES DECISIONS.

EVIDENCE – ENTRIES IN BOOKS.—Books of original entries are held, in *Hall* v. *Chambersburg Woolen Company* (Pa), 52 L. R. A. 689, not to be admissible in evidence to prove deliveries of goods sold under a contract requiring their delivery from time to time in the future. A note to this case reviews the authorities as to what is provable by books of account.

Entries in the books of a partnership are held, in *Chick* v. *Robinson* (C. C. A. 6th C.), 52 L. R. A. 833, to be admissible against a special partner who, by statute, is given the privilege to examine into the state and progress of the partnership concerns and to advise as to their management, to shew the time of the payment of money into the firm by him, and on the question as to his partnership liability under the statute, which made that depend in part upon the payment by him of his share of the capital at the time of filing the certificate of partnership and an affidavit stating that the capital specified in the certificate has been paid in. An extensive note to this case reviews the authorities on partnership books of account as evidence.

DONATIO MORTIS CAUSA. A gift of bank certificates causâ mortis is held to have been made where the donor called for the keys of a trunk and asked to have it unlocked and the certificates indorsed, or said that he himself had indorsed them; and the donee is held, in *Royston* v. *McCulley* (Tenn.), 52 L. R. A. 899, not to be estopped from claiming this gift by first making an unsuccessful attempt to hold the property under an alleged nuncupative will.