

appears with the name of the case throughout. We know of no better book on the Law of Contracts and can heartily recommend it to the profession in Canada.

Flotsam and Jetsam.

We copy from the *Law Notes* (U.S.) the following extracts from reports, which are rather amusing reading:—

IT MIGHT HAVE BEEN EXPECTED.—In *Cottrell v. Fountain*, (N.J.) 77 Atl. Rep. 465, an action for assault and battery, the plaintiff sued for damages because he had been soaked with water by the defendant, Asbury Fountain.

EVEN VIOLENCE COULDN'T MOVE THEM.—“Notwithstanding the earnest, almost violent, argument of learned counsel, we adhere to our former opinion,” etc. *Per Root, J.*, in *Hall v. Baker Furniture Co.*, 86 Neb. 389.

HOW THEY SETTLE THE LAW IN INDIANA.—“It is settled law that securities held by a surety for the payment of a debt are held by him for the payment of the debt.” *Per Olds, C.J.*, in *Huffmond v. Bence*, 128 Ind. 136.

UNNECESSARY HOMICIDE.—In Texas, a man who kills his wife by shooting her three times with a double-barrelled shotgun is guilty of “a cruel and very unnecessary homicide.” See *Fletcher v. State*, 138 S.W. 109.

THE RACE IS TO THE SWIFT.—The familiar Old Testament declaration (*Ecclesiastes ix. 11.*) that “the race is not to the swift” meets with flat contradiction in the case of *Strode v. Swim*, 1 A.K. Marsh. (Ky.) 366. Strode won.

A NEW SUBJECT OF EXPERT DISAGREEMENT.—“Eminent lawyers have been called by both parties to testify as experts. But no two of them agree in their definition of privies.” *Per Rugg, J.*, in *Old Dominion Copper Mining, etc., Co. v. Bigelow*, (Mass.) 89 N.E. Rep. 217.

UNITED STATES AS PART OF NEW YORK.—In *Wertheim v. Chicoutimi Pulp Co.*, [1911] A.C. at page 316, Lord Atkinson of the House of Lords observes: “On the authority of the three cases cited from the reports of the State of New York, namely, *Grand Tower Co. v. Phillips*, 90 U.S. 471,” etc. Thus does the Empire State gain distinction abroad as well as at home.