

stipulated price, the parties are then in the same situation as they would be after a delivery of goods in pursuance of a general contract. The very appropriation of the chattel is equivalent to delivery by the vendor, and the assent of the vendee to take the specific chattel, and to pay the price, is equivalent to his accepting possession. The effect of the contract, therefore, is, to vest the property in the bargainee.' The property in goods not specific, therefore, certainly does not pass to the vendee until he assents to the appropriation made by the vendor and upon his terms. An essential ingredient was wanting,—viz., payment. If the seller had no right to impose that condition, the buyer might have had his remedy by action. But, no property passing, the plaintiff retained his right to the oil, and consequently is entitled to a verdict."

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#### NOTICES OF NEW BOOKS.

COMMENTARIES ON THE LAW OF MARRIAGE AND DIVORCE, AND EVIDENCE IN MATRIMONIAL SUITS. By Joel Prentiss Bishop, Author of "Commentaries on the Criminal Law." Second edition. Boston : Little, Brown & Company, 1856. pp. 768.

A demand for a new edition is in itself the best commendation of any book. The profession rarely call for a re-impression of a book, without really feeling the need of it. This work of Mr. Bishop's fills an important want in all our libraries, and needs no further commendation than the announcement of its publication.

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ANNUAL DIGEST OF THE LAWS OF PENNSYLVANIA, for each of the years 1854, 1855, and 1856, namely, from the 28th May, 1853, to 13th May, 1856, the whole completing Stroud and Brightly's Purdon's Digest, to the present date. By Frederick C. Brightly, Esq. Philadelphia : Kay & Brother, 1856.

This is the usual annual digest so faithfully and so promptly furnished us each year by the industry and talent of Mr. Brightly. No practising lawyer can do without it ; and as the cheapest and best annual presentation of our laws, it should be in the hands of all business men.