

guaranty of its collection, the guaranty must be deemed to have reference to proceedings as well upon the collateral security as upon the note; and the guarantor is not liable until after failure to make the money by suit upon the note and by foreclosure of the mortgage: *Barman vs. Carhart*.

Confusion of Goods.—Where one fraudulently mixes saw logs belonging to himself with those belonging to another, so that it is impossible any longer to identify his own, he loses thereby all property in them. Per MANNING and CHRISTIANCY, Js. CAMPBELL, J., dissented; holding that as the logs had a uniform value per thousand feet, taking them as they ran, the party guilty of the mixture incurred no forfeiture of property, but might take from the mass a quantity equal to his own. MARTIN, Ch. J., expressed no opinion—coinciding with the majority on another point. (The case was thus: Plaintiff cut logs upon his own land, and also, without authority, cut a quantity upon government lands, which he threw into the water with his own. Government officers seized and sold the whole, and plaintiff sued them in trover): *Stevenson vs. Little*.

Fire Insurance—Assignment of Interest.—A policy of insurance one of the conditions of which is that “in case of any sale, transfer, or change of title in the property insured, such insurance shall be void and cease,” is avoided by a conveyance which is absolute in form, though given as security for a debt merely: *Western Massachusetts Ins. Co. vs. Riker*.

And where the insurance is upon a single building, and the conveyance is of an undivided interest only, the conveyance avoids the whole policy, notwithstanding the interest of the insured remaining un conveyed is shown to exceed in value the sum insured: *Id.*

NOTICES OF NEW BOOKS.

COMMENTARY ON THE LAW OF AGENCY, AS A BRANCH OF COMMERCIAL AND MARITIME JURISPRUDENCE, WITH OCCASIONAL ILLUSTRATIONS FROM THE CIVIL AND FOREIGN LAW. By JOSEPH STORY, LL.D., one of the Justices of the Supreme Court of the United States, and Dane Professor of Law in Harvard University. Sixth Edition: Revised, Corrected, and Enlarged. By EDMUND H. BENNETT. Boston. Little, Brown & Company. 1863.

This new edition of an excellent text-book in the law, has been thoroughly revised by the editor, and is now unquestionably one of the best works upon the subject, and we think the very best, perhaps, which has

yet appeared. It is unquestionably true, that the effect of repeated editions of the very best treatises upon the leading topics in the law, must be somewhat perceptible, in marring their original symmetry of proportion, since many of its sections and chapters gain, or lose, in relative importance, with the advancing life of trade and commerce, quite in an inverse ratio to each other. But Mr. Bennett is so much of a lawyer, and has had so much experience in book-making, that he contrives, better than most editors, to preserve the original symmetry of his author. He has here given us a greatly improved edition of a most excellent work.

I. F. R.

REPORTS OF CASES ARGUED AND DETERMINED IN THE SUPREME COURT OF THE STATE OF WISCONSIN. By PHILIP L. SPOONER, Official Reporter. Vol. XIII. Containing cases decided at the June Term, 1860, not before reported, and most of the cases decided at the January Term, 1861. Madison, Wisconsin: Atwood & Rublee. 1862.

We have examined this late volume of Reports from the comparatively new State of Wisconsin, and have been struck with the evident superiority of most of the opinions of the judges to those which often appear of late in the reports of the older and more commercial States. It may be a false conceit of our own into which we have fallen, without any sufficient reason; but it has seemed to us, from a hasty and imperfect examination of many of the later volumes of reports in those States where there is the greatest pressure upon the time of the judges, as if the opinions were losing all reliableness of character, as guides to the law. Almost every question of law is evaded, or *dodged*, so to speak, and the case decided upon some forced, and often false construction of facts, in order to avoid the responsibility of settling a contested question of law.

There is, perhaps, some excuse for this, where the judges have to sit in court three hundred days in the year; but, after all, it is ruin to the jurisprudence of a State, and will prove bad economy in the end. The State ought to provide such a force upon its highest judicial tribunal, that the cases can be fully heard, and fairly considered and decided, in a straight up and down way, and not by resort to that degree of cheivance and evasion, which would be regarded as constructive fraud in the parties to a sale by an insolvent debtor.

Mr. Spooner's part of the work is faithfully and laboriously performed, as it ought to be, since there are few positions of more responsibility than that of the reporter of legal decisions.

I. F. R.