

and could, at least, be used as evidence of the breach of a covenant against all incumbrances, made by the heir at law of one of the tenants in common, in a deed conveying one of the lots which had afterwards been set off to him in severalty: *Greene vs. Creighton*.

Damages recoverable of a covenantor against incumbrances on account of the existence of such an easement will not include, although set out and claimed in the declaration, loss arising from the unfitness of the lot, because of the easement, for a particular use in connection with another estate, for which, without communication with the covenantor and without his knowledge, the covenantee purchased it: nor, any sum of money laid out by the covenantee upon the lot to compensate a tenant, whose contract of hiring was made, in ignorance of the easement, long subsequent to the purchase; such damages not arising in the usual course of things from the breach of the covenant, nor such as might reasonably be supposed to have been in the contemplation of the parties at the time of making the covenant, as consequent upon the breach of it: *Id.*

Joint Debtors—Part Payment by one, for his Discharge, Effect of, when made in another State.—A part payment made by one joint debtor, not in satisfaction of the joint debt, but merely for his personal discharge therefrom, will not, in the absence of technical difficulties connected with the remedy, operate as a discharge of the other: *Winslow vs. Brown*.

Where a note is sued here, and a contract and part payment discharging one of the joint promissors were made in Massachusetts by and between parties resident there, such contract and payment are to be judged, as to their legal effect, by the law of that state; and hence, the part payment will operate, as at common law, to discharge only so much of the debt as it paid, and not the part of the joint debtor discharged, as provided in ch. 114, sect. 2, of the Revised Statutes of Rhode Island: *Id.*

NOTICES OF NEW BOOKS.

STORY'S COMMENTARIES, IN NINE VOLUMES. COMPRISING BAILMENTS; AGENCY; EQUITY JURISPRUDENCE; EQUITY PLEADINGS; BILLS OF EXCHANGE; PROMISSORY NOTES; THE CONFLICT OF LAWS; AND THE LAW OF PARTNERSHIP. With extensive Additions, bringing the References to Cases down to the Present Time.

We beg the indulgence of our readers, in calling attention, at this late day, to the standard law publications of the lamented and admired professor, jurist, and judge, whose name stands at the head of this article.

We have done this, not because we apprehend that the fame or the name of the distinguished author stands in any need of commendation at our hands; but chiefly because we are all too much prone to regard the works of an author some time deceased, as probably not up to the present demands of the profession. Mr. Justice STORY, while in life, stood probably higher in the general estimation, at home and abroad, as a correct and able commentator and teacher in the law, in its various departments, than any other American. And his books were for the most part certainly got up with great labor and research, and were entirely more able and thorough than any others in the same department. And at the present moment we find these Commentaries more extensively quoted by the English bench and bar, and especially those upon Equity Jurisprudence, Conflict of Laws, Agency, and Bailments, than any other American books, unless it be Kent's Commentaries probably. And perhaps it is not going too far to say that Judge STORY's books are oftener quoted as authority in the English Courts, than those of any other law writer, English or American. And this high reputation of STORY's books in England cannot be referred to any accidental cause, but rests solely upon their intrinsic merits.

We know that in the nearly twenty years which have elapsed since the decease of the author, other candidates for popular favor have come before the public, and some in the same departments. But upon the subject of Equity Jurisprudence, and upon the other subjects, so far as we have had occasion to examine them, none can be regarded as superior to the Commentaries of STORY.

We are not unmindful of the fact, that text books upon these leading topics in the law require very thorough revision and considerable additions to keep them fully up to the advancing progress and the unceasing demands of so progressive a study as that of jurisprudence. But we have reason to understand that the proprietor of the copyrights is now sparing no pains and no expense to keep these books fully up to all the reasonable demands of the profession. And although, in some respects, an editor cannot prune and remodel a book with the same freedom as the author, he will nevertheless have some advantages even above the author, in discovering any omissions or defects; and will generally be more thorough in bringing forward all recent qualifications of the principles of the original text, than the author.

We believe these books may now justly be regarded as fully equal, and in some respects superior, to any others in the same field.