

Where there has been only a consideration paid, there is nothing in the way of restoring the parties to their original condition: *Id.*

A license is not converted into a contract giving irrevocable interests in land, by the mere fact that a consideration was agreed to be paid for it: *Id.*

A contract that one may take coal for his works from the land of another, is a right of *profit à prendre*, is incorporeal, and incapable of creation except by grant or prescription: *Id.*

An easement cannot exist in parol: *Id.*

An interest in land or arising out of it, corporeal or incorporeal, must lie in grant: *Id.*

POWER.

When not revocable.—A power of attorney to collect moneys, &c., for the principal, the attorney to receive as compensation "one-half of the net proceeds," is not a power coupled with an interest, and is revocable: *Hartley and Minor's Appeal*, 53 Penna.

In the absence of an express stipulation to make a power of attorney irrevocable, there must co-exist with the power an interest in the thing to be disposed of or managed: *Id.*

STAMP.

Omission to Stamp Promissory Note.—An innocent omission to stamp a promissory note made after the passage of the U. S. St. of 1864, c. 173, though ante-dated to November 1862, will not render it inadmissible in evidence, if it is subsequently stamped in the presence of the court: *Tobey v. Chipman*, 13 Allen.

So an innocent omission to stamp an order for the payment of money, drawn after the passage of the U. S. St. of 1865, c. 78, will not render it invalid or inadmissible in evidence: *Id.*

Insolvent Bond—Omission of Stamp.—An insolvent's bond is a bond made necessary by legal proceedings, and does not require a stamp: *McGovern v. Hosback*, 53 Penna.

A voluntary bond unstamped is not void unless the stamp be omitted to evade the Act of Congress: *Id.*

LIST OF NEW LAW BOOKS RECEIVED BY THE PUBLISHERS OF THE AMERICAN LAW REGISTER.

METCALF.—Principles of the Law of Contracts, as applied by Courts of Law. By THERON METCALF. 8vo. pp. 357. New York: Hurd & Houghton. Philadelphia: Kay & Brother. \$4.50.

SCRIBNER.—A Treatise on the Law of Dower. By CHARLES H. SCRIBNER. 2 Vols. 8vo. Philadelphia: T. & J. W. Johnson & Co., 1867. \$15.

WISCONSIN.—Reports of Cases argued and determined in the Supreme Court of Wisconsin. By O. M. CONOVER, Official Reporter. Vol. XX., containing Cases decided at the June Term 1865, and January and June Terms 1866. Madison: Atwood & Rublee, 1867.