

difference whether or not, *at the time of so depositing the logs*, A. "intended then and there to deliver them to B., and to part with his property in them:" *Morrow v. Campbell et al.*, 30 or 31 Wis.

*Sale or Return.*—Where a party agrees to take a reaper and mower on trial, with the understanding that if it suit him, he will pay the price demanded, and if it do not, he will return it to the place whence he took it, and he fails to return it, or give any notice of his dissatisfaction with its performance to the vendor, the latter is justified in treating the transaction as an absolute sale, and entitled to recover the contract price: *Spickler v. Marsh*, 36 Md.

#### WARRANTY.

In an action for a breach of warranty on the sale of a pair of horses, the warranty was shown to have been a qualified and conditional one, involving the necessity of the plaintiff's following the condition, viz., to treat the defect (a bunch on the leg), with salt and vinegar: *Held*, That the plaintiff was bound to treat it, and that this was a good excuse for refusing to try another treatment, which might hazard the effect of the warranty: *Smith v. Borst*, 63 Barb.

WAY. See *Easement*.

WITNESS. See *Husband and Wife*.

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#### BOOK NOTICE.

THE ANCIENT COMMONWEALTH.—In response to many inquiries about the work of Fustel de Coulanges reviewed by Mr. Parsons in our number for August last, we have not been able to ascertain that any translation has appeared in English, but the researches of de Coulanges are embodied without essential variation from his text, in "Aryan Civilization." by Rev. T. Childe Barker, published by Parker, London, which can probably be obtained through any of the importing houses of the principal cities.

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#### NEW LAW BOOKS.

ALLEN.—Telegraph Cases in America, Great Britain and Ireland. Edited by CHARLES ALLEN. 1 vol. 8vo. New York: Hurd & Houghton.

BENNETT.—Fire Insurance Cases, being all the reported cases in England, Ireland, Scotland and America, from the earliest time. Vol. 2, 1840-1848, with Notes by EDMUND H. BENNETT. New York: Hurd & Houghton.

CONNECTICUT.—Reports of Cases in the Supreme Court of Errors. Vol. 38. By JOHN HOOKER. Hartford: Case, Lockwood & Brainard, Frs.

MASSACHUSETTS.—Reports of Cases in the Supreme Judicial Court. Vol. 106. By A. G. BROWNE, Jr. Boston: H. O. Houghton & Co.

MINNESOTA.—Digest of the Decisions of the Supreme Court. By J. N. SEARLES. Chicago: Callaghan & Co.

NORTH CAROLINA.—Reports of Cases in the Supreme Court. Vol. 67. By W. M. SHIPP. Raleigh: T. N. Ramsay, Pr.

TYLER.—Treatise on the Law of Usury, Pawns or Pledges, and Maritime Loans. By R. H. TYLER. Albany: Wm. Gould & Son.