church or the law of the corporation. The civil court has no jurisdiction to enforce the former, and cannot disregard nor annul the latter. Therefore, I conclude that the Superior Court erred in awarding the writ of mandamus, and that the order for the peremptory mandamus ought to be reversed and declared of no effect.

Judges MILLIGAN and HOUSTON delivered separate opinions, concurring with the Chancellor, and the order of the Superior Court awarding the peremptory mandamus was reversed. Chief Justice HARRINGTON dissenting.

ABSTRACTS OF RECENT AMERICAN DECISIONS.

Supreme Court of Pennsylvania, January, 1856.

Attachment — Assignee for Creditors.—Where an attachment in execution is intended to reach a debt, the debtor of the defendant, and not one who merely holds the evidence of the debt as an assignee for creditors, must be made garnishee. Hence, where to an attachment against such assignee, he stated in his answers that he had not collected any part of the debts assigned, and that he considered them almost entirely worthless, which was not controverted, it was *held* that no judgment could be given against him with respect to them, but only for the money admitted to be in his hands. *Stewart* vs. *M'Minn,* 5 W. & S. 100, explained to be a case in which the assignee had, by the form of his answers, made himself personally responsible for the debts assigned. *M'Connell* vs. *Raiguel & Co.* From District Court, Allegheny.

Attorney at Law — Trust.—The rule which prohibits an attorney from acquiring an interest in a thing, about the title to which he has been professionally consulted, or with regard to which he has conducted a suit, does not terminate with the relation of counsel and client, but is perpetual in its character, and follows the title of the client into whosever hands it passes; and any purchase of adverse claims, of incumbrances or the like, by him, will be in trust for the person holding that title. *Henry* vs. *Raiman.* From Somerset County.

Bills and Notes — Partner. — A, a member of the firm of A, B & Co., made a note in the name of A and B, to his own order, and endorsed it with his own name and that of the firm, all in his own handwriting, and had

it discounted in the same city in which the firm did business. *Held*, that there was nothing suspicious on the face of the note, as indicating a fraudulent purpose on the part of the maker, or that it was not made for partnership purposes. *Ihmsen* vs. *Nagley*. From District Court, Allegheny.

Bond—Assignment.—In order to entitle the assignee of a bond to rely upon a declaration of the obligor that he has no defence, as an estoppel, the former must show that he was a purchaser *for value;* that the declaration was made *before* the assignment, and that he paid his money on the *faith* of such declaration. Hence, where *after* the assignment of certain notes, the assignee called on the obligor, and told him "that he could return the notes, and would do so, if they were not right," and received for answer "that they *were* right." *Held*, that this was not sufficient, without proof that he had in fact taken the notes conditionally, with the privilege of keeping or returning them, at his pleasure; and that he had decided to keep them after this answer. *Weaver* vs. *Lynch*. From Fayette County.

Common Carriers. — Goods were delivered to and received by the defendants, who were warehousemen and common carriers, but not forwarding merchants, with directions "to ship them immediately to S. M. & Co., Philadelphia." The goods were placed in the defendant's warehouse, where a loss took place. There was no evidence of any request on the part of the shippers, or of any necessity or convenience of theirs, requiring the goods to be stored. *Held*, that the defendants were liable as common carriers, from the time of the receipt of the goods. *Clarke & Shaw* vs. *Needles*. From District Court, Allegheny.

Habeas Corpus. — On a *habeas corpus*, the regularity of the proceedings of a court of competent jurisdiction cannot be inquired into. A defendant was convicted of keeping a disorderly house, and sentenced to fine and imprisonment. The Court of Common Pleas dismissed her petition for the benefit of the insolvent laws; a habeas corpus was refused. *Comm. ex rel. Susan Wilson* vs. *The Keeper of the Jail*. From Philadelphia County.

Limitations — Tenant by Curtesy. — A tenant by the curtesy, is given no new right of entry by the death of his wife; and hence, if the period of the statute of limitations has run out in her lifetime, his life-estate is barred thereby, in all respects. Where the statute begins running, and expires during coverture, though the wife is not affected thereby, yet the husband cannot resuscitate his life estate, by bringing an ejectment in the name of husband and wife. *Crow* vs. *Kightlinger*. From Indiana County.

Limitations—Devise.—One who has been in adverse possession of land for twenty-one years, claiming it under his father's will, is protected by the statute, as against the other devisees, though his possession be in fact inconsistent with the terms of his devise; and it is not material that he had been in possession of the same land before his father's death. *Stewart* vs. *Stewart.* From Indiana County.

Malicious Prosecution.—Where a prosecutor had, in the first instance, fairly submitted the facts of his case to private counsel, and had followed the advice obtained, in good faith, it is an answer to an action for malicious prosecution. It is not necessary that the facts stated should, in law, really warrant the opinion on which he acted. *Walter* vs. *Sample.* From Allegheny County.

Mortgage—Pleading.—In an action on a mortgage, it is no defence to show that the premises mortgaged had been insured, and that the mortgagee had received the insurance money on a loss by fire. *Young, Adm.* vs. *Craig.* From Allegheny District Court.

Partnership—Judgment—Marshalling.—The lien of a judgment for a partnership debt upon the separate real estate of one of the partners, will not be postponed to the lien of a judgment of a separate creditor which is subsequent in date, by reason of any equitable priority of the latter over the separate assets. *Samuel C. Cummings' Appeal.* From Fayette C. P.

The equitable doctrines of marshalling cannot be applied so as to interfere with legal priorities. *Ibid.*

Tenant in Common—Equity.—One who has a joint or common interest with others in land, has no right to purchase an incumbrance or outstanding title, and set it up against the rest; the utmost he can claim is contribution. Hence, where one under a contract for the purchase of land, entered and made improvements, and then died, it was *held* that his widow remaining in possession could not repudiate the contract and purchase the property for herself, so as to affect the rights of her children, or of the creditors of her husband. *Weaver* vs. *Wible.* From Westmoreland County.