insurance shall not extend to any injury of which there shall be no visible sign, nor to any death or disability which may have been caused wholly or in part by bodily infirmities or disease."

The facts were, that plaintiff being on business at Newcastle, Del., made an engagement to meet a person at the depot, and on going there and not meeting him, got on board the train of cars; but, on being informed that there was another depot, some distance off, concluded to leave the train, and somewhat excited, as he says, jumped off from the rear end of the train. He felt no shock, and walked briskly to the other depot, where he found the man he was in search of. He remained there till about time for the next train, and then returned to the other depot. While going back, he heard what he supposed to be the train coming in, started suddenly, and ran to where he could see, and found that it was not the train, when he walked the rest of the way to the depot, took the cars, and returned to Philadelphia.

Some time during the journey from Newcastle to Philadelphia, and on the same day, he felt pain about one knee, but did not refer it to his movements at Newcastle.

After he arrived at Philadelphia, and had transacted some business, he called on a physician, and consulted him about dyspepsia, an old complaint with which he had for some time been more or less afflicted. The physician, while examining his person, found a partially-developed rupture on his right loin. Southard then referred it to his jumping off the cars, or to his running, at Newcastle.

This rupture increased, and, finally, for several weeks, disabled him from business. For this disability he claimed a weekly compensation, under his policy, for the time it continued.

The arbitrator held that this was not an accident within the policy.

STRIKING AN ATTORNEY FROM THE ROLL.—We have received a pamphlet report of the proceedings in the Supreme Court of New Hampshire, ending in striking the name of *Joseph Clark* from the list of attorneys of that court. As the evidence proved a long series of crimes and misdemeanors, including what is perhaps the climax of professional villany, accepting a fee from a client and treacherously advising the adverse party, we only wonder that the court did not take this action long ago. J. T. M.

ABSTRACTS OF RECENT AMERICAN DECISIONS.

SUPREME COURT OF NEW HAMPSHIRE.[1]

SUPREME COURT OF NEW YORK.[2]

SUPREME COURT OF PENNSYLVANIA.[3]

BAILEE.

Conversion by.—Where a bailee of goods absolutely refuses to deliver them to the owner, on demand; or assumes to be himself the owner; or

[1] From the Judges; to appear in 47 or 48 N. H. Reports.

[2] From Hon. O. L. Barbour, Reporter; to appear in vol. 51 of his reports.

[3] From P. F. Smith, Esq., Reporter; to appear in 56 Penna. State Reports.

interposes an unreasonable objection to delivering them; or exhibits bad faith in regard to the transaction; a conversion of the property may be inferred: *Carroll* v. *Mix*, 51 Barb.

But where the defendant received goods from B. without knowing who was the owner, but having every reason to suppose B. to be the owner, and, on demand being made by a third person claiming to be the owner, did not set up any claim to them, nor dispute the claimant's right; but stated, in substance, that he did not know the claimant was the owner; that the property was left by B., and that he desired the order of his father, or B., before delivering the same, or an opportunity to confer with his father in regard thereto; *Held*, that this was not such a refusal as amounted to a conversion of the goods: *Id.*

Bills and Notes.

Interest—By what Law computed.—The law of the place where a note, which stipulates for the payment of interest, is made, will govern as to the rate and rule for casting interest thereon, unless some other place of payment is stipulated, in which case the law of the place of payment will govern in that respect: *Chase* v. *Dow*, S. C. N. H.

But where, by the terms of a note, no interest is payable, the rule might be different: *Id.*

This rule would not be affected by the notes being secured by a mortgage on lands in another state where the rate of interest or the rule for casting it differed from that where the note was given, unless the circumstances show that the parties had in view the laws of the place where the land was located, in respect to the interest: *Id.*

Broker.

His Authority.—An agent employed to sell goods on commission is a mere broker. As such, he is authorized to make contracts for the sale and delivery of the goods, but is not authorized to make such contracts in his own name; nor to receive payment for the property so sold: *Dunn* v. *Wright*, 51 Barb.

Set-off by Purchaser, of Debt due from Broker.—Where goods thus sold by a broker are not intrusted to his possession, but are sent by the seller to the purchaser directly, with a bill or invoice thereof, and the purchaser receives the goods with notice that the broker does not own them and has no right to receive payment for them, he cannot set off a debt due to him from the broker, against the claim of the vendor, for the price: *Id.*

Constitutional Law.

Obligation of Contracts.—Alterations may be made in remedies, though the creditor may thereby be hindered and delayed, if they do not substantially deprive him of the right he had when the contract was made: *Penrose* v. *The Erie Canal Company*, 56 Penna.

A state legislature cannot enact that a debtor's property shall not be taken to satisfy his debt, if it was so liable when the debt was incurred: *Id.*

Criminal Law.

Searching the Persons and taking away Property of Prisoners.—If an

officer unlawfully obtains possession of a debtor's property, as by breaking into his dwelling-house, or arresting his person without proper authority to do so, for the purpose of attaching such property on mesne process or levying upon it on execution, such attachment or levy will be void: *Closson* v. *Morrison*, S. C. N. H.

An officer who has arrested a prisoner on a warrant charging him with the commission of a crime, may ordinarily search him so far as to ascertain if he have deadly or dangerous weapons on his person or in his possession, and if such are found he may seize them and hold them until they can be safely returned or otherwise properly disposed of, if in good faith he believes such course necessary for his own or the public safety, or for the safe-keeping of the prisoner: *Id.*

If a prisoner has about his person money or other articles of value by means of which, if left in his possession, he might obtain tools or implements, or assistance or weapons, with which to effect his escape, the officer arresting him may seize and hold such for a time without being liable for a conversion of the property, if he acts in good faith and for the purposes aforesaid: *Id.*

It is a question of fact, in such cases, for the jury whether the officer taking such property from his prisoner acted in good faith or for a proper purpose, or in bad faith, with an improper and unlawful purpose: *Id.*

If an officer, having arrested a prisoner upon a warrant, should take money from his person simply for the purpose of getting possession of it, so that he might attach it on writs which he then held or was expecting to receive against the prisoner, his possession of the property being obtained fraudulently and unlawfully, the attachment which he might thus make would be void: *Id.*

But if the officer took the money from his prisoner in good faith and solely to secure his safe-keeping, and while he was thus properly and lawfully holding the money, a writ be put into his hands against the prisoner, he may lawfully attach the money, and such attachment will be valid: *Id.*

In such case, if there were no evidence upon the question of good faith in taking the money, or if, upon all the evidence, the jury should be unable to find a preponderance either way upon that question, the presumption should be in favor of the officer: *Id.*

Elections. See *Quo Warranto.*

Estoppel.

A party who claims that another, seeking to enforce his rights, shall not be permitted to allege and show the truth, must establish that he had been induced by his faith in, or reliance upon, the assertions or acts of such party to the contrary, to do some act or incur some liability which would make it injurious to, or a fraud upon, him to allow such truth to be shown: *Genlinghouse* v. *Whitwell*, 51 Barb.

A party setting up an estoppel must be personally misled or deceived by the acts which constitute the estoppel alleged; and he must have a particular interest in such acts, more than the public at large. He must have trusted to them, and confided in them, in some particular business transaction: *Id.*

Nothing in the mode of conducting the business in a store—such as the name over the door and on the window-shades, newspaper advertisements, &c.—can operate as an estoppel, in respect to the ownership of the business and goods, as between a person claiming to be the owner and the plaintiff in a judgment recovered against a third person before the commencement of the business in such store, or the sheriff acting as the agent of such plaintiff, under an execution. The mode of carrying on a subsequent business cannot have influenced the giving of a previous credit: *Id.*

Evidence.

Inspection by Judge.—When the signature of an instrument is to be proved to render the instrument competent evidence for the jury, if the presiding judge is acquainted with the handwriting of the signer, and is satisfied, upon inspection, that the signature in question is genuine, that is sufficient *primâ facie*, without other proof of the genuineness of the signature: *Brown* v. *Lincoln*, S. C. N. H.

Execution. See *Criminal Law.*

Highway.

Action for Defect in—Pleading.—In a suit against a town for damages alleged to have been caused by a defect in a highway therein, and verdict for plaintiff, judgment will not be arrested because in the plaintiff's declaration it is alleged that the "*Inhabitants of said town*" were bound to keep said highway in repair, instead of alleging that "*the town*" was thus bound: *Flanders* v. *Stewartstown*, S. C. N. H.

Quære.—Whether the statement in the declaration that there was in, &c., on, &c., "*a public highway*," is not sufficient, and whether it would not follow, as a necessary legal sequence, that the town in which it was located was bound to keep it in repair? *Id.*

Interest. See *Bills and Notes.*

Landlord and Tenant.

Shares in Crops.—Ordinarily when land is leased for one crop for one year or for several years, and the owner of the land is to receive a part of the produce of the land instead of rent, the contract operates and takes effect by way of reservation, and the lessor and lessee become tenants in common of the crops, though the lessee may be entitled to the possession of the land: *Brown* v. *Lincoln*, S. C. N. H.

Legal-Tender Notes.

Trover for Money paid into Court.—In an action of ejectment for specific performance, the plaintiff had a verdict and paid the purchase-money in *gold* into court, to be taken out by the defendant on his filing a deed. The prothonotary deposited the money with reliable bankers to his own credit. They employed the money as other deposits, without profit as coin; it was always subject to the prothonotary's draft. The defendant filed his deed after the passage of the Legal-Tender Law, and the prothonotary offered to pay him the money in court in legal tenders, which he refused, and brought trover for the gold. *Held*, that he could not recover: *Aurentz* v. *Porter*, 56 Penna.

LICENSE.

Revocability.—In a written agreement, not under seal, between P. and A., the former agreed that A. should have leave to cut timber and wood on his land, and the latter agreed that P. should have leave to flow his lands by a dam, to a certain extent. *Held*, that though the licenses in this case may have been mutual, so far as that one may have been given in consideration of the other, yet that they were independent, and that either party may revoke his license so far as it remains unexecuted, at his option, whether the other party revokes his or not: *Dodge* v. *McClintock* S. C. N. H.

MORTGAGE. See *Bills and Notes; Wild Land.*

NATIONAL BANK.

Debts of State Bank becoming National Bank.—A national banking association organized from a state bank, and receiving its assets, is liable for its debts: *Thorp* v. *Wegefarth*, 56 Penna.

Where one was a debtor to a state bank, and also its creditor by holding its notes, the mutual obligation continued, and the national association was bound to receive the notes in payment of the debt, whether insolvent or not: *Id.*

Judgment was recovered against one for a debt to a national association; he procured notes of the original state bank. *Held*, that he had no right of set-off against the judgment: *Id.*

A debt not in judgment cannot be set off to a judgment: *Id.*

After a national association had become insolvent, its debtor could not purchase notes for which it was liable to set-off against his debt: *Id.*

There is no right to tender a chose in action against the creditor in payment of a judgment or execution: *Id.*

NEGLIGENCE.

County Bridge.—It is the duty of county commissioners, being informed that a county bridge was unsafe, to examine it thoroughly, and repair it so as to render it perfectly safe, or to close it up so as to prevent the public from using it: *Humphreys* v. *The County of Armstrong*, 56 Penna.

A bridge fell as a resident in the neighborhood was passing over, and injured him. In an action by him against the county, the court charged that if the plaintiff knew the condition of the bridge, notice or warning to him would not be necessary. *Held* to be error: *Id.*

The passing of the plaintiff over the bridge with knowledge of its unsafe condition, but without distinct notice to him or the public not to use it, was not contributory negligence on his part: *Id.*

QUO WARRANTO.

Elections.—*Quo warranto* is not a writ of right: *Commonwealth ex rel. McLaughlin* v. *Cluley*, 56 Penna.

Statute 9 Anne, ch. 20, was not at first adopted in this state, but its provisions were incorporated into our revised code: *Id.*

The enactment that writs of *quo warranto* may be issued on the suggestion of any person desiring to prosecute the same, means any person having an interest to be affected: *Id.*

Where at an election for sheriff a majority of the votes are cast for a disqualified person, the next in vote is not to be returned as elected: *Id.*

The suggestion alleged that at an election for sheriff the person returned was disqualified. The candidate next in vote had no such interest as entitled him to be heard in a *quo warranto*. The question was exclusively a public one, and could be raised only by the attorney-general: *Id.*

Railroad.

Charter by two States.—A charter granted by two states to a company to construct a railroad is not only a contract with the company, but a compact between the states. It is to be liberally construed with reference to its objects. Like a treaty, it is the law of the contracting states, not being subject to interpretation by the local usages of either. The same construction must be made in both: *The Cleveland and Pittsburg Railroad Co.* v. *Speer*, 56 Penna.

Set-off. See *National Bank.*

Subrogation.

When it arises.—Subrogation is purely an equitable result, and depends on facts to develop its necesssity, that justice may be done: *Mosier's Appeal*, 56 Penna.

Privity of contract is not necessary. Subrogation exists on equity and benevolence, and will not arise in favor of a mere stranger, but only in favor of a party who on some sort of compulsion discharges a demand against a common debtor.

Subrogation is applicable wherever a payment is made under a legitimate and fair effort to protect the ascertained interests of the party paying, and where intervening rights are not legally jeopardized or defeated: *Id.*

Numerous judgments were entered against two debtors, some joint and some several, executions were issued, and land held jointly levied on. The court ordered the undivided interest of one of the debtors to be sold separately. A junior judgment-creditor, believing the land would be sacrificed, after the execution-plaintiffs had refused to assign their judgments to him on payment, paid the executions to the sheriff, and satisfaction was entered. No other liens having intervened, he was subrogated to the rights of the execution-plaintiffs, and the satisfaction cancelled: *Id.*

Tenant in Common. See *Landlord and Tenant.*

Town. See *Highway.*

Wild Lands.

Entry on one of several Parcels.—When several detached lots of wild and unoccupied land in the same county are conveyed in mortgage by