exceptions, should be shipped by an agreement in writing specifying certain terms and stipulations, and signed in the presence of a "shipping commissioner." The new act provides that the above requirement shall not apply to vessels when engaged in trade between the United States and the British North American possessions, or the West India islands, or the Republic of Mexico.

ABSTRACTS OF RECENT AMERICAN DECISIONS.

SUPREME COURT OF ILLINOIS.[1]

SUPREME COURT OF INDIANA.[2]

COURT OF APPEALS OF MARYLAND.[3]

SUPREME JUDICIAL COURT OF NEW HAMPSHIRE.[4]

COURT OF CHANCERY OF NEW JERSEY.[5]

Bills and Notes.

Alteration—Burden of Proof.—In an action on a note negotiable by the law merchant, where the defendant alleges an alteration of the note after he had signed it, if there be no indication of such alteration appearing on the face of the note, the burden of this issue is upon the defendant: *Meikel* v. *State Savings Institution*, 36 Ind.

Contract—Set-off—Estoppel.—When a promissory note negotiable under the statute is executed, and subsequently the payee of the note makes a written agreement that he will accept as payment upon the note any legal claims against him that the person who has executed the note may obtain: such agreement does not in any manner change the rights of the parties: *Goldthwait and Another* v. *Bradford*, 36 Ind.

After notice to the payor of an assignment of the note to a third party, he cannot by subsequent purchase of claims against the original payee of the note, entitle himself to a set-off against the holder: *Id.*

In a suit against the payee of a note to have the same declared paid, the complaint recited that the defendant "claimed that he had sold and assigned the said note and mortgage to" a third party, "whom plaintiff makes defendant hereto;" and said third party filed an answer, to which plaintiffs demurred, without moving to strike out the answer: *Held*, that plaintiffs were estopped from denying that the person so answering was a proper party defendant: *Id.*

Conflict of Laws. See *Contract.*

Constitutional Law.

Criminal Law—Marriage between Whites and Blacks—Fourteenth

[1] From Hon. N. L. Freeman, Reporter; to appear in 57 Ills. Rep.

[2] From Jas. B. Black, Esq., Reporter; to appear in 36 Ind. Rep.

[3] From J. S. Stockett, Esq., Reporter; to appear in 36 Md. Rep.

[4] From J. M. Shirley, Esq. Reporter.; to appear in 51 N. H. Rep.

[5] From C. E. Green, Esq., Reporter; to appear in vol. 8 of his Reports.

Amendment—Civil Rights Bill.—Neither the Fourteenth Amendment to the Constitution of the United States nor the Civil Rights bill passed by Congress, has impaired or abrogated the laws of this state on the subject of the marriage of whites and negroes. Such a union between members of the different races is a criminal offence by the statutes of this state: *The State* v. *Gibson*, 36 Ind.

Contract.

Illegal will not be enforced, though it might be valid in the State where it was made—Comity—Lottery—Partnership—Equity—Uncertainty of Bill.—Uncertainty in material allegations is not fatal to a bill whose object is the discovery of uncertain facts alleged to be entirely in the defendant's knowledge: *Watson* v. *Murray*, 8 C. E. Green.

A bill by a partner of a lottery-firm against his copartners for discovery, for a sale of the property and a distribution of the proceeds, will not be entertained by this court: *Id.*

Even were the partnership-contracts entered into in states where such contracts are legal, this court will not enforce or administer them: *Id.*

A contract which, though valid and would be enforced in the state where it was made, is in violation of a public law of this state, will not be enforced here on the ground of comity: *Id.*

It will not avail the complainant that his suit is not to enforce an illegal contract, but simply to compel an account and distribution of profits already made; such distinction cannot be invoked where the illegal act is also a misdemeanor, punishable by fine and imprisonment: *Id.*

Damages. See *Municipal Corporation; Trespass; Vendor.*

Debtor and Creditor.

Resulting Trust—Gift to Wife or Child—Fraud of Creditors—Mortgage.—If a man when insolvent or in debt advances money as a gift to his wife or her father, they being at the time ignorant of the indebtedness or insolvency, and the donees receive the money in good faith, supposing that the donor was perfectly solvent, and that the gift could not injure his creditors, present or future, and was not intended for such purpose, and purchase property or enter into business with the money, but afterwards, upon learning of the embarrassment of the donor, pay him back in full the amount received, there is no fraud in such transaction, or any other ground to infer or create a trust for future or even existing creditors in the property purchased, and its advances, or in the profits of the business after the money is returned, or even while it is kept in good faith: *Wheeler* v. *Kirtland*, 8 C. E. Green.

A trust is held to result by operation of law, when one purchases land with his own money and takes the conveyance in the name of another; in such case the title is deemed to be in trust for him who advanced the money: *Id.*

If one purchase land and take the title in the name of his wife or child, it will be held to be a settlement on the wife, or an advancement to the child, unless it is shown to have been otherwise intended, and no trust will result: *Id.*

But in such case, if the purchaser takes the deed in the name of his wife or child for the purpose of defrauding or delaying creditors, and

not for the purpose of making a settlement or advancement, a trust will result to the purchaser, and the land be liable to his debts: *Id.*

When the person to whom the conveyance is made makes the bargain for the purchase for his own benefit, and obtains part or even the whole of the purchase-money from another, who knows that it is to be paid for a conveyance to the grantee for his own benefit, no resulting trust can arise: *Id.*

When a wife purchases real estate for her own benefit, and the purchase is understood to be made for that purpose by the husband, and he advances the money therefor as a gift, no resulting trust is thereby created in him for the benefit of his creditors: *Id.*

When the person to whom the conveyance is made pays part of the purchase-money, no trust results to any one who advances the residue, unless the part of the purchase-money paid by him in whose favor the resulting trust is sought to be enforced is shown to have been paid for some specific part or distinct interest in the estate for some aliquot part, a general contribution of a sum of money toward the entire purchase is not sufficient: *Id.*

A mortgage given by a husband to a trustee for his wife, after he had become a member of a firm of which she had gone out, to secure to her the capital which she had contributed to the firm, but which had become insolvent before she left it, is void as against creditors of the firm: *Id.*

A mortgage given by a father to secure to a son money of the son used by the father in the business of the firm, though given when the firm was insolvent, is valid: *Id.*

Mortgage reformed by substituting "heirs" for "successors," it having been the evident intention to mortgage the fee, such reformation will not affect a subsequent judgment, the record of the mortgage being the only notice at the entry of the judgment, and that notice being of a conveyance for life only: *Id.*

Easement.

Prescription—Title by User.—A. was the owner of adjoining farms, Nos. 1 and 2. Upon No. 2 was a well, from which B., occupying No. 1 by permission of A., with the understanding that he would subsequently purchase it, was accustomed to draw water for use upon the premises. This occupation continued thus by permission about eighteen years, when B. acquired a legal title thereto by purchase. In these circumstances he drew water at his pleasure from the well for more than twenty years, when such use of the well was forbidden and interrupted by C., who had purchased No. 2. *Held*, that B. had acquired no title to the use of the well by twenty years' enjoyment thereof: *Stevens* v. *Dennett*, 51 N. H.

Where the plaintiff brought an action for the interruption of the enjoyment of a well, as an easement appurtenant to his estate and possession,—*held*, that it was not competent for him to show that the same well had been used for sixty years as a public watering-place: *Id.*

Merger—Creation by Implication.—No one can have an easement in his own lands, and if an easement exists, if the owner of the dominant or servient tenement acquire the other, the easement is extinguished: *Duston* v. *Leddell*, 8 C. E. Green.

But if the owner of a tract of land of which one part has had the benefit of a drain, water-pipe, or watercourse, or other artificial advantage in the nature of an easement through or in the other part, sells or devises either part, an easement is created by implication, in or to the other part. And this is the case even if it is the servient part that is sold or devised. But this is confined to continuous and apparent easements: *Id.*

The testator devised to the defendant a tract of land on which were a saw-mill, dam and mill-pond. He devised to the complainant a farm through which the mill-stream flowed to the defendant's land. By a subsequent clause in the will he gave to the defendant, as appurtenant to the saw-mill upon the tract devised to him, "the right to the owners of the mill at all times thereafter to raise the water in the pond till the surface of the water should reach a mark * * * on a rock," &c. The testator directed that the land devised to the complainant should be "subject to said right and privilege as aforesaid, and subject to such flowage and damage as might be consequent on such raising of the water." *Held*, that the defendant is restricted to the mark in the rock as the limit to which he can raise the water on the complainant's land. The clause limiting the right of flowage restricts the defendant from raising the water to the height to which it was raised by the dam at the testator's death: *Id.*

The clause restricting the height to which the defendant may raise the water on complainant's land does not limit the height at which defendant may keep his dam, except that he cannot keep it at any height in such a state that it throw back water higher than the limit so fixed: *Id.*

EQUITY. See *Contract; Mortgage; Vendor.*

Complainant must be free from Negligence.—Where a party has suffered judgment to go against him in a suit at law when he had a valid defence, a court of equity will, as a general rule, refuse to relieve him: *Robinson* v. *Wheeler*, 51 N. H.

If a discovery is needed to enable him to establish his defence, he will be required, ordinarily, to seek it while the suit at law is pending, or equity will not relieve him: *Id.*

If any fact is disclosed that clearly shows it to be contrary to equity and good conscience to execute a judgment obtained at law, and the party could not avail himself of it as a defence, or was prevented doing it by accident or the fraud of the other party, unmixed with any fault or negligence of himself or his agents, he may apply to equity for relief: *Id.*

But if his defence at law fails because he could not be a witness for the reason that the other party is an administrator, his bill in equity not disclosing any new and decisive evidence, but merely seeking a new trial, the bill will be held bad on demurrer: *Id.*

Issue—Laches in applying for—Nuisance.—Where a question was one proper to be tried on an issue directed, if such issue had been applied for, but both parties have proceeded to take testimony at great length and allowed the hearing to be brought on without applying for an issue, it is the province and duty of this court to decide, if the evidence is

such that the court can arrive at a satisfactory conclusion: *Duston* v. *Leddell*, 8 C. E. Green.

Where the fact of a nuisance is clear, especially when it is not disputed, a court of equity will interfere without a trial at law: *Id.*

ESTOPPEL. See *Sunday.*

By witnessing Deed.—If a party claiming the right to the use of a well situated upon premises about to be conveyed by deed, being present at the execution of the deed and understanding its contents, signs the same as a witness thereto and does not disclose to the purchaser the fact that he had any claim to the use of the well, and if the purchaser, being ignorant of the party's claim, would not have purchased if he had known thereof, the party will not be permitted, in an action against the purchaser, to set up his claim to the use of the well, even though his omission to disclose the same was only an act of gross negligence, and not of bad faith: *Stevens* v. *Dennett*, 51 N. H.

The distinction between an equitable and a legal estoppel by matter *in pais* commented upon: *Id.*

FALSE IMPRISONMENT.

Pleadings—Demurrer.—Where a plea justifies an imprisonment under an order of the county court, but the defendant admits that, as the attorney of a creditor of the estate, he procured the arrest and imprisonment, and attempts to set up in his plea the facts upon which the arrest and committal were made, the plea should show all the facts necessary to give the court jurisdiction, and such a compliance with the statute as justified the county court in issuing the attachment and ordering the committal: *Von Ketler* v. *Johnson*, 57 Ills.

FORMER RECOVERY.

Evidence—Bar of Former Judgment—Different Parties.—In a suit between two persons, a judgment between other parties than those to the action pending cannot be used as a bar to a recovery, nor can such a judgment between the same parties be so used unless the former suit was for the identical same cause of action, and the same breaches sued for in the action being tried: *Miller* v. *McManis*, 57 Ills.

A plea of former recovery is not sustained by the record of a judgment on an agreement of a different date, nor is such evidence admissible because of the variance. Nor can the record of a judgment on an agreement entered into in 1864, be read in evidence, under a plea of former recovery, to an action on contracts entered into in 1863 and 1866. This proof is variant and does not sustain the plea: *Id.*

FRAUD. See *Debtor and Creditor.*

HUSBAND AND WIFE. See *Debtor and Creditor.*

Agreement by Wife to convey—Equity—Parties.—An agreement to convey from one married woman to another is inoperative and void: *Tunnard* v. *Littell*, 8 C. E. Green.

To a bill by a feme covert, by her next friend, for her separate estate her husband is a necessary party: *Id.*

INSURANCE.

Parol Testimony—Damages— Double Insurances — Contribution.— Where a policy of insurance states that "the company insures the Baltimore Warehouse Company against loss or damage by fire to the amount of $20,000 on merchandise their own, or held by them in trust, or in which they have an interest or liability," parol proof is not admissible to show that the policy does not cover "merchandise their own," &c., as therein stated; but was intended to cover the merchandise only under certain circumstances; and if the said merchandise was insured by the owners thereof in other companies, that the interest of the warehouse company in said policy was not insured at all: *Hough* v. *Ins. Co.*, 36 Md.

The Baltimore Warehouse Company, which received goods on storage, and issued receipts or certificates therefor to the depositors, effected an insurance in the Associated Fireman's Company for $10,000, against loss by fire for one year, "on merchandise generally, hazardous or extra hazardous, held by them, or in trust, contained" in a particular warehouse; they also took out a policy in the Home Insurance Company, to the amount of $20,000, "on merchandise, hazardous or extra hazardous, their own, or held by them in trust, or in which they had an interest or liability," contained in the same warehouse. The appellants, on the 20th of June 1870, deposited fifteen bales of cotton in the same warehouse, and received a receipt or certificate therefor from the Warehouse Company, and on the same day procured a policy of insurance on the cotton so deposited from the appellee. On the 27th of June they deposited thirteen bales, for which a like receipt was given, and on the same day they effected an insurance for the cotton with the appellee. Under the policies issued to the appellants, the loss, if any, was payable to the Baltimore Warehouse Company. The appellants had other cotton to a large amount stored with the Warehouse Company. The Warehouse Company advanced to the appellants over $48,000 upon the cotton belonging to them, and stored in the warehouse. In the policies to the appellants, as well as in those to the Warehouse Company, it was stipulated that in case of loss the assured should not be entitled to recover on such policy any greater proportion of the loss or damage sustained to the subject insured, than the amount thereby insured should bear to the whole amount of the several insurances thereon. On the 18th of July 1870, the warehouse was burned, and of the cotton stored therein, some of the bales were saved, some were partially destroyed, and others totally destroyed. In an action by the appellants, for the use of the Warehouse Company, on the policies of insurance issued by the appellee, it was *Held:* That the policies sued on, having been made payable to the Warehouse Company, inured to the benefit of the Company, and may be considered as in favor of the same assured, on the same interest, in the same subject, and against the same risks as the policies which were issued directly to the Warehouse Company; and with the latter policies constituted a double insurance; and the companies therefore issuing the policies were bound to contribute their respective proportions of the loss: *Id.*

A person having goods in his possession as consignee, or on commission, may insure them in his own name, and, in the event of loss, recover the full amount of the insurance, and, after satisfying his own claim, hold the balance as trustee for the owner: *Id.*

The words "*held in trust,*" applied to goods insured, mean goods with which the assured is intrusted; not goods held in trust in the strict technical sense, so held that there is only an equitable obligation in the assured, enforceable by *subpœna* in chancery, but goods with which they are intrusted in the ordinary sense of the word: *Id.*

JUDGMENT. See *Debtor and Creditor.*

Effect of a Judgment by Default.—When a judgment by default has been entered, it is error in the court to enter a judgment of *non pros.*, because the verdict or inquisition of the jury was for a sum below the jurisdiction of the court. The judgment by default is conclusive of the question of jurisdiction: *Cooper* v. *Roche,* 36 Md.

But a judgment by default does not settle the right of the plaintiff to recover the amount stated in his cause of action. The defendant is entitled to have an inquisition by the jury: *Id.*

JURY.

Interrogatories to Jury—Answers.—The court instructed the jury that if there was such a want of evidence as to any fact to which an interrogatory was directed that they could not determine the affirmative or negative, they should so answer. *Held,* that the instruction was erroneous; that if there was evidence on the subject, the jury must determine or disagree: *Maxwell* v. *Boyne,* 36 Ind.

MILL-DAM. See *Nuisance.*

MORTGAGE. See *Debtor and Creditor.*

Equity—Correction of Mistake.—Where personal property is correctly described in a chattel-mortgage, but the lot of ground upon which it is situated is misdescribed, such misdescription will be rejected as surplusage, and equity will not take jurisdiction to make a useless correction of the mortgage: *Spaulding* v. *Mozier,* 57 Ills.

In such a case parol evidence would be admissible to establish the identity of the property, and in this the law affords a full and complete remedy, and it must be sought on the common-law side of the court: *Id.*

Foreclosure—Scire Facias—Setting aside Sale—Laches.—It is legal and proper for the mortgagee to foreclose a mortgage by *scire facias* for the use of another person. And such a judgment is valid and conclusive upon parties and privies, the latter being of three kinds—by blood, in law and by estate. The heirs of a defendant to such a proceeding are privies, and concluded by the judgment: *Winchell* v. *Edwards,* 57 Ills.

Although the execution is valid, and both the judgment and execution properly described in the land, an irregularity in selling *en masse* instead of in parcels, gives the defendant a right to have the sale set aside, and so with other irregularities, but the right may be lost by *laches: Id.*

Where a defendant was present at the sale, and cognisant of the judgment and manner in which the sale was conducted, and remaining in the country for nearly a year after the time for redemption had expired, and taking no steps to set the sale aside, and then leaving for California, there arises a strong presumption of acquiescence, and his heirs can be in no better position: *Id.*

MUNICIPAL CORPORATION.

Street Improvements—Authority to make—Consequential Damages.—The authorities of towns and cities have ample power to lay out, open, grade, regrade, level and pave or gravel streets and alleys, and to establish drains and sewers, culverts and embankments, whenever they are necessary for the improvement of such streets and alleys; and where the work is done with proper care and skill, and without malice, the town or city will not be liable for any consequential damages that may result therefrom: *City of Delphi* v. *Evans*, 36 Ind.

Where the land of the citizen is not actually appropriated in the making of such improvements, the owner is not entitled to have the damages first assessed and tendered; but where it becomes necessary in the making such improvements to appropriate and use the real estate of a citizen, his damages must be first assessed and tendered: *Id.*

NUISANCE. See *Equity.*

Mill-Dam—Interrogatories.—In an action to recover damages for the erection and maintenance of a mill-dam which caused the overflow of the plaintiff's land, and asking to have the same abated as a private nuisance, the court submitted an interrogatory to the jury as to the height of the dam at the time of the trial, and also an interrogatory whether the dam was higher at that time than it was when the mill-property was sold by the plaintiff to the defendant's grantor. To both of these interrogatories the plaintiff objected. *Held*, that the interrogatories were proper; that the answers might aid the court in determining whether the nuisance should be abated; but that the evidence on these points should not affect the question of the plaintiff's recovery of damages: *Maxwell* v. *Boyne*, 36 Ind.

The discretion resting in the court as to ordering the abatement of a private nuisance is a legal discretion, to be exercised affirmatively whenever the interests or happiness of individuals or the community may require it: *Id.*

RIPARIAN OWNER. See *Stream.*

STATUTES.

Retrospective.—Children have and can have no vested rights as heirs in their father's estate, while the father lives: *Morgan* v. *Perry*, 51 N. H.

A statute altering the descent of intestate estates, which applies only to estates to be settled after its passage, is not retrospective: *Id.*

Therefore a statute that should provide that "where, after the birth of an illegitimate child, his parents have intermarried or shall intermarry, and have recognised, or shall after such marriage recognise such child as their own, such child shall inherit equally with other children, and shall be deemed legitimate," would not be objectionable as a retrospective law: *Id.*

STREAM.

Alluvion—Division among adjoining Owners.—Land formed by alluvion, on the bank of a river not navigable, by the gradual wearing away of the opposite bank, is to be divided, ordinarily, among the riparian owners entitled to it according to this rule: Ascertain the length of the old shore-line, and of the part of it belonging to each proprietor; then

measure off for each proprietor a part of the new shore-line in proportion to what he held in the old shore-line; and then draw lines from the boundaries at the ancient bank to the points of division on the new shore, as thus ascertained. In this way, if such land is formed in the bend of a river, and the new shore-line is just one-half the length of the old one, each proprietor will take of the new shore-line just one-half the extent of his former shore-line: *Batchelder* v. *Keniston*, 51 N. H.

STREET. See *Municipal Corporation.*

SUNDAY.

Estoppel.—Admissions which would otherwise operate as an estoppel, if acted upon, are not rendered inoperative because made on Sunday, no contract being then completed: *Riley* v. *Butler*, 36 Ind.

TRESPASS.

Railroad—Appropriation.—Where a railroad company has, without the consent of the owner, and without color of title, entered upon land and occupied the same, building a depot and hotel thereon, and afterward seeks to appropriate the land under the authority of law, the value of the land at the time of the legal appropriation, with the improvement thereon, constitutes the amount for which the company is liable to the owner of the land: *Graham* v. *C. and N. C. Railroad Co.*, 36 Ind.

TRUST. See *Debtor and Creditor.*

Resulting from Payment of Purchase-Money.—When a trust is sought to be raised as a resulting trust from the purchase-money, the proof must be clear of the payment of the purchase-money by the person in whose favor a trust is sought to be raised. Such a trust must also arise at the time of the execution of the deed. It cannot be raised from subsequent matter arising *ex post facto*: *Tunnard* v. *Littell*, 8 C. E. Green.

USURY.

Plea of—Variance—Evidence.—Where a plea of usury in a suit in the Superior Court of Chicago, averred that defendant had paid $150 for forbearance in the payment of $3850, for seventy-five days, and the affidavit of merits required by a rule of that court stated that the note sued on was given for the balance due on another note and that defendant paid $125 for forbearance in the payment of such balance for seventy-eight days: *Held*, that the affidavit of merits was insufficient, inasmuch as the defence it disclosed could not be given in evidence under the plea of usury: *Frank* v. *Morris*, 57 Ills.

Where a plea of usury averred the payment of $150 to procure forbearance, and the evidence showed but $125 thus paid: *Held*, there was such a variance as to exclude the evidence. The defence of usury being penal in its nature the proof must be strict to sustain the defence: *Id.*

As usury rendered the contract void at the common law, it could be proved under the plea of *non assumpsit*, like any other defence which showed the contract void, released or discharged. But under our statute the creditor only forfeits the entire interest, and hence the defence does not render the contract void or defeat a recovery of the principal, and the reason for allowing the defence under the plea of *non assumpsit* does not apply, and the defence of usury must be made by special plea, under our statute: *Id.*

VENDOR AND PURCHASER. See *Trust.*

Covenant—Damages for Breach.—In contracts for the purchase and sale of real estate, where the vendee refuses to receive the deed and pay for the land, the measure of damages which the vendor may recover in a suit at law is the difference between the price agreed to be paid for the land, and its real value at the time the contract was broken: *Griswold* v. *Sabin*, 51 N. H.

In such case, where the defendant refuses to receive the deed and pay for the land, it is immaterial whether the plaintiff keeps or sells the land, and if he sells it, he is not bound to obtain the defendant's consent to the sale, or to consult him in relation thereto: *Id.*

Title—Specific Performance—Want of Possession by Vendor—Notice to Purchaser—Laches.—Where a party seeking specific performance of a contract for the conveyance of lands claims an allowance for the value of a certain tract to which he alleges the defendant has no title, he must show a title out of the defendant: *Davit* v. *Pierrepont*, 8 C. E. Green.

When a third party is in possession of the tract under the defendant at the date of the agreement, as against such third party, the title must be taken to be in the defendant until the contrary appears by positive proof: *Id.*

A claim for deduction on account of the want of possession of a part of the premises refused, because the words in the agreement for conveyance described that tract "a small piece near the said road *in the tenure of Mrs. Whiteford*" was a declaration that the defendant's estate was that of landlord or reversioner, and the fair construction and operation of the contract is to convey subject to the estate which she might have in the premises: *Id.*

The complainant's knowledge that Mrs. W. had occupied the lot for many years at the date of the agreement was sufficient notice to put him upon inquiry, and he must be charged with the notice he would have had if he had made inquiry: *Id.*

Though a verbal understanding cannot alter a written agreement, yet if the agreement without it did not warrant the construction given to it, a court of equity would not compel specific performance of it in a manner contrary to the understanding between the parties at the time: *Id.*

Specific performance will not be decreed when it is against equity under the circumstances of the case: *Id.*

The gross neglect on the part of the complainant in the payment of interest and principal previous to the contract, and his laches in not tendering payment and bringing suit for nineteen years after he should have paid the whole consideration, and then not until an ejectment was commenced against him, would deprive him of the right to performance, if the defendant was not willing to perform: *Id.*

VERDICT.

Where regular.—Where two suits between the same parties are consolidated into one, it is not error in the jury, trying the consolidated suit, to render but one verdict, and if it had been, still the objection was waived by failing to make any objection to it in the court below: *Miller* v. *McManis*, 57 Ills.