

## ABSTRACTS OF RECENT DECISIONS.

SUPREME COURT OF ARKANSAS.<sup>1</sup>SUPREME COURT OF ERRORS OF CONNECTICUT.<sup>2</sup>SUPREME COURT OF FLORIDA.<sup>3</sup>SUPREME JUDICIAL COURT OF MAINE.<sup>4</sup>SUPREME COURT OF MINNESOTA.<sup>5</sup>SUPREME COURT OF VERMONT.<sup>6</sup>

## DEED.

*Construction—Easement.*—Where the granting part of a deed would convey a fee, but to the description of the land granted was added the clause "for the use of a plank-road," held, that the last clause was a limitation upon the grant, and that only an easement was conveyed: *Robinson v. Missisquoi Rd.*, 59 or 60 Vt.

## FRANCHISE.

*Evidence of Value.*—When a franchise is of such a character as to render both an expenditure of money and the application of business judgment and skill in its management not necessary to make it useful and profitable, its value must be determined by a consideration of it in connection with such possibilities: *Sullivan v. Lear*, 22 or 23 Fla.

## INSURANCE.

*Use of Premises—Description of Property.*—A contract of insurance made for a period of years upon a mill building and machinery, while the process of construction was known to be still incomplete and going on, is applicable to the property when complete as contemplated by the parties. A description of the property as a "saw-mill building" had not the effect to restrict the use to the purpose of a saw-mill: *Frost's Detroit, L., &c., Works v. Miller's, &c., M. Ins. Co.*, 36 or 37 Minn.

## LANDLORD AND TENANT.

*Lease—Date—Summary Process to Recover Possession.*—A lease for a year may be so drawn as to cover the part of the term already expired, as well as that unexpired, and, the date being a matter of no importance, it is immaterial that in an action of summary process the lease is declared on as of the beginning of the year, instead of the date on which it was actually executed: *Palmer v. Cheseboro*, 55 or 56 Conn.

## RAILROADS.

*Duty to Light Station.*—It is the duty of railroad companies to have their stations lighted for the accommodation and safety of passengers arriving or departing upon their trains, and they are liable for injuries resulting from the want of such lights, unless it is shown that the passenger's negligence contributed to the injury: *Fordyce v. Merrill*, 49 or 50 Ark.

## TELEGRAPH.

*Error in Message—Negligence.*—The dropping of an important word in the transmission of a telegram is *prima facie* evidence of negligence on the part of the telegraph company, and will render the company liable in the absence of any evidence explaining the same: *Ayer v. Western Union Tel. Co.*, 79 or 80 Me.

<sup>1</sup> To appear in 49 or 50 Ark. Rep.<sup>2</sup> To appear in 55 or 56 Conn. Rep.<sup>3</sup> To appear in 22 or 23 Fla. Rep.<sup>4</sup> To appear in 79 or 80 Me. Rep.<sup>5</sup> To appear in 36 or 37 Minn. Rep.<sup>6</sup> To appear in 59 or 60 Vt. Rep.