ABSTRACTS OF RECENT DECISIONS.

ADMIRALTY.

Damages for death, caused by negligence on the high seas, cannot be recovered in the admiralty courts of the United States, although the vessel proceeded against is a foreign one. *The Alaska* S. Ct. U. S., April 1, 1889.

ALIENS.

Lands cannot be inherited in the District of Columbia by an alien from a citizen of the U. S. *De Geoffroy* v. *Riggs,* S. Ct. D. C., July 8, 1889.

ARBITRATION.

Incomplete award, which does not cover all the matters included in the submission, is absolutely and altogether void. *Hamilton* v. *Hart,* S. Ct. Pa., April 1, 1889.

BANKS AND BANKING.

Exchange purchases, when used in a contract between two banks, by which one of such banks is authorized to draw in advance upon the other "against exchange purchases," does not include the former bank's own drafts on third persons; and collateral deposited with the latter bank to secure advances made under the contract, is not subject to any lien for such drafts, if protested for non-payment. *Reynes* v. *Dumont,* S. Ct. U. S., April 8, 1889.

BILLS OF LADING.

Exemption of carrier from liability for loss caused by the negligence of its servants, will be held invalid in the Federal Courts, although the law of the State where the contract was executed may be otherwise. *Liverpool and G. W. Steam Co.* v. *Phenix Ins. Co.,* S. Ct. U. S., March 5, 1889.

Loss by perils of the sea, when exempted by a clause limiting the liability of a common carrier, does not cover a loss caused by one of such perils, to which the negligence of the carrier's servants contributed. *Id.*

Through bill, under which goods were shipped from an inland point, contained two sets of conditions, the first relating exclusively to land carriage by certain railroads, and the second to ocean transportation by steamer; the owner of the steamer could not avail itself of a clause contained in the first set of conditions, giving the carrier the benefit of any insurance on the goods for the loss of which it should be liable. *Id.*

BILLS AND NOTES.

Indorsement by trustees of a promissory note in their own names, adding the words "Trustees Estate of——," without a stipulation

that the trust estate alone should be responsible, renders them personally liable, and it makes no difference that they were empowered and directed by the will constituting the trust to make such indorsement. *Roger Williams Nat. Bank* v. *Groton Mfg. Co.*, S. Ct. R. I., March 16, 1889.

Note of corporation, appearing on its face to have been executed by its president in his own favor, is in itself sufficient to charge an indorsee with notice of any want of authority to execute it. *Smith* v. *Los Angeles I. & L. Co op. Asso.*, S. Ct. Cal., Feb. 27, 1889.

Constitutional Law.

Exemption from taxation of poor-farm by township, may be made by the legislature, although such taxation is expressly authorized by an existing statute, subsequent to which the poor-farm was conveyed by the township to a municipal corporation, in which the township itself became merged; the grant of the power to tax did not constitute, by reason of the subsequent conveyance, a contract between the township and the corporation, which the legislature could not impair. *Williamson* v. *State of New Jersey*, S. Ct. U. S., April 1, 1889.

Criminal Law.

Citizen of United States, living in a foreign country, under a treaty between the United States and that country, being charged with a crime committed in a State of the United States, the government declined to request his surrender, there being no extradition treaty between the two countries, but the alleged criminal was surrendered to a police agent by the foreign government, at the request of the governor of the State, and was brought on for trial; the State Court, having jurisdiction of the offence charged, had jurisdiction to try him upon his being brought before it, even though the act of the governor may have been illegal. *People* v. *Pratt*, S. Ct. Cal., March 7, 1889.

Drinking by jury of intoxicating liquor, while deliberating on their verdict in a prosecution for murder, is cause for setting aside the verdict, and it is not necessary to show that the accused was actually injured thereby. *People* v. *Lee Chuck*, S. Ct. Cal., March 5, 1889.

Narration of transaction, given by the injured man a few minutes after its occurrence, and after the accused had left, is not admissible in evidence, in a homicide case, as part of the *res gestæ*. *Estell* v. *State*, S. Ct. N. J., March 2, 1889.

Deed.

Reformation of description, so as to cover a smaller quantity of land, will be decreed only when the evidence shows beyond controversy that the mistake alleged was mutual. *Andrews* v. *Andrews*, S. Jud. Ct. Me., Feb. 25, 1889.

EQUITY.

Specific performance of an agreement to take care and provide for a complainant in case of her "general debility or sickness" will not be compelled. *Mowers* v. *Fogg*, Ct. Ch. N. J., March 21, 1889.

EVIDENCE.

Judicial notice will not be taken in the courts of the United States of a statute of Great Britain, unless the same has been pleaded and proved. *Liverpool & G. W. Steam Co.* v. *Phenix Ins. Co.*, S. Ct. U S., March 5, 1889.

Parol evidence of the circumstances surrounding the parties to a written contract at the time of its execution, where the language used leaves the subject-matter in doubt, is admissible for the purpose, not of changing or altering its meaning, but of throwing light on its language and ascertaining its true meaning. *Mason* v. *Spalding*, S. Ct. D. C., Jan. 21, 1889.

Secondary evidence of the contents of a paper may be given, when the same is in Court and the party holding it refuses a demand for its production, although no notice to produce has been given before the trial. *Overlock* v. *Hall*, S. Jud. Ct. Me., Feb. 25, 1889.

FIRE INSURANCE.

No insurable interest is had by a husband in his wife's real estate, conveyed by him to her, where the statute renders a married woman's property, real or personal, however acquired, her separate estate, regardless of her husband's consent, and only requiring his joinder with her in the conveyance of property derived from him. *Clark* v. *Dwelling-House Ins. Co.*, S. Jud. Ct. Me. March 12, 1889.

HUSBAND AND WIFE.

Pension money, received from the United States Government by a husband, may be given by him to his wife for the purpose of purchasing a home, in her name, for their joint benefit, and the property so purchased will not be subject to the claims of the husband's creditors. *Holmes* v. *Tallada*, S. Ct. Pa., March 25, 1889.

Presumption of death, arising from the absence of a husband for seven years, may be rebutted, and a second marriage by the wife, made upon the strength of such presumption, is void, if the husband was in fact alive at the time, and the wife takes no civil rights by such second marriage. *Thomas* v. *Thomas*, S. Ct. Pa., March 18, 1889.

JURISDICTION.

Appeal or error to the Supreme Court of the United States, under a statute limiting the right to appeal to cases where the matter in dispute, exclusive of costs, exceeds $5000, will not lie, where the judgment is for $5000 and costs, but not with interest. *District of Columbia* v. *Gannon*, S. Ct. U. S., April 1, 1889.

MARINE INSURANCE.

Right of subrogation inures to an insurance company, when the goods insured have been shipped on a steamer and lost at sea through the negligence of the carrier, and the insurance on them has been paid by the company to the shipper. *Liverpool & G. W. Steam Co.* v. *Phenix Ins. Co.*, S. Ct. U. S., March 5, 1889.

MECHANICS' LIENS.

Railroad company cannot claim exemption on grounds of public policy from liens for work and labor performed in the erection of a bridge. *Purtell* v. *Chicago Forge & Bolt Co.*, S. Ct. Wis., April 25, 1889.

NOTARY PUBLIC.

Surety on official bond of notary public was sued for a loss arising under the following circumstances: the notary applied to an attorney who had money of a client to loan, for a loan upon the farm of the former's brother-in-law; the attorney and the notary went together to examine the farm, abstracts were furnished and a day fixed for settlement; on the day fixed the notary took the note and mortgage, which the lender's attorney had prepared, to his own house, where he stated his brother-in-law was, and soon brought it back with the names of his brother-in-law and wife signed to it and a certificate of acknowledgment before himself as notary; on his representation that he was entitled to receive the money, the attorney paid it over to him and received the note and mortgage, which proved to be forgeries. It was held that the false certificate was the proximate cause of the loss, and that therefore the surety was liable. *People* v. *Butler*, S. Ct. Mich., April 24, 1889.

PROCESS.

Service on holiday of a summons, also issued and tested on the same day, will not be set aside, nor will the summons be quashed. *Glenn* v. *Eddy*, S. Ct. N. J., March 11, 1889.

RAILROADS.

Damage by fire to crops by a locomotive being alleged, evidence that a fire sprang up immediately on the passing of a train, and that there was no fire on the premises before, and no other apparent cause for the fire, is sufficient to warrant the inference that the fire was caused by the train. *Union Pacific Ry. Co.* v. *De Busk*, S. Ct. Colo., March 1, 1889.

Failure to stop, look and listen, will prevent recovery for injuries sustained in crossing the track of a railroad, at a point where there were safety gates and a watchman was usually stationed, although on the night of the accident the gates, being out of order, were not lowered, and no light was displayed nor warning given by the watchman. *Greenwood* v. *Philadelphia, W. & B. R. R. Co.*, S. Ct. Pa., March 18, 1889.

SALE.

Delivery is a question for the jury, where it is shown that by the terms of a contract for the sale of certain personal property a part of the purchase price was to be paid in cash and the balance secured by a mortgage on the property; while the property was being delivered, the vendor demanded the cash payment and received a portion of it, and immediately after he had completed his part of the contract, he went to receive the balance of the cash, but found that the vendee had absconded; and, if it is found that the title remained in the vendor, the vendee acquires no interest in the property, not even to the extent of his cash payment. *Empire State Type Foundry Co.* v. *Grant*, Ct. App. N. Y., March 26, 1889.

STOCK EXCHANGE.

Seat in stock exchange is property and liable for the owner's debts, notwithstanding the provisions of the by-laws of the exchange that the property is held in trust for the members, that "no member under any circumstances shall be deemed to have or claim or possess any individual right, title, or interest in the property or assets of the association," until finally dissolved, and that every applicant for membership shall be subjected to the scrutiny of a committee, it being also provided that a member may dispose of his privileges, subject to the right of the board to reject any nominee. *Habenicht* v. *Lissak*, S. Ct. Cal., March 8, 1889.

TELEGRAPHS.

Receiver of message has no contractual relation with the telegraph company, and, if injured by the latter's negligence in delivering the message, his remedy is in tort. *Western Union Tel. Co.* v. *DuBois*, S. Ct. Ill., April 5, 1889.

TREATIES.

Supreme Court of United States has no power to set itself up as the instrumentality of enforcing the provisions of a treaty with a foreign nation, which the United States Government, as a sovereign power, has chosen to disregard. *Botiller* v. *Dominguez*, S. Ct. U. S., April 1, 1889.

WILLS.

Devise to executors in trust, with directions to sell the real estate and apply the funds to the use of a charitable institution not yet in existence, but which the trustees are instructed to procure to be incorporated by a special act of the legislature as soon as possible, but at least within ten years of the testator's death, is void, because of the uncertainty whether there will ever be any legatee to take, which must continue for a period not measurable by a life or lives in being, during which the ownership of the fund would be suspended. *Cruikshank* v. *Chase*, Ct. App. N. Y., April 16, 1889.

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