ABSTRACTS OF RECENT DECISIONS.

ACCIDENT INSURANCE.

Shop-hand of railway company, who is killed, while on his way home from work, by being thrown from the platform of a car, where he was standing while the train was in motion, is not protected by a policy of accident insurance, which excepts from the risks covered injuries resulting from being upon the platforms of moving cars, this exception not being applicable, however, to the exposure of railway employes in the performance of their duty. *Hull* v. *Equitable Accident Asso.*, S. Ct. Minn., July 15, 1889.

Voluntary exposure to unnecessary danger is not chargeable to a passenger on a railway train, who goes upon the car platform, while the train is in motion, because he is overcome by the heat of the car and is suffering from nausea. *Marx* v. *Travelers' Ins. Co.*, U. S. C. Ct., D. Col., July 24, 1889.

ADMIRALTY.

Damages for death of one injured while engaged in loading a vessel, cannot be made the subject of a libel in admiralty, in the absence of any statute providing a maritime lien for such damages. *Welsh* v. *The North Carolina*, U. S. D. Ct., E. D. Pa., June 25, 1889.

Stipulation in charter-party that "all disputes * * * arising on this charter-party, or on bills of lading signed thereunder, shall be settled at port of discharge only," is contrary to public policy and void. *Prince Steam Shipping Co.* v. *Lehman*, U. S. D. Ct., S. D. N. Y., Sept. 4, 1889.

ALIENS.

Native of Hawaiian Islands, not being of the white or African races, cannot become a citizen of the United States under the naturalization laws. *In re Kanaka Man*, S. Ct. Utah, June 7, 1889.

BANKS AND BANKING.

Acceptance of check is constituted where the payee, before taking the check, telegraphed to the bank, asking if it would pay T.'s check for $22,000, and the bank replied, also by telegraph: "T. is good. Send on your paper." *Garrettson* v. *North Atchison Bank*, U. S. C. Ct., W. D. Mo., June 17, 1889.

National bank cannot make, through the agency of another bank, a valid contract for the cashing of checks upon it at a different place from the location specified in its organization certificate. *Armstrong* v. *Second Nat. Bank of Springfield*, U. S. D. Ct., S. D. Ohio, May 20, 1889.

Proceeds of paper sent by one bank to another "for collection," the latter bank agreeing to collect and remit on specified dates, can be recovered after the failure of the collecting bank, from its receiver, on the ground of a trust, provided it is shown that such proceeds have passed into the receiver's hands, either in the original or some substituted form. *Commercial Nat. Bank* v. *Armstrong*, U. S. C. Ct., S. D. Ohio, Aug. 30, 1889.

Refusal to honor check, without legal cause, entitles the depositor to recover substantial damages against the bank. *Patterson* v. *Marine Nat. Bank*, S. Ct. Pa., Nov. 11, 1889.

Stockholder of national bank, who makes a *bona fide* sale of his stock and goes with the purchaser to the bank, indorses the certificate and delivers it to the cashier, with directions to make the transfer on the books, has done all that is incumbent upon him to discharge his liability, and he is not liable, upon the subsequent suspension of the bank, for an assessment on the stock, although the cashier failed to actually make the transfer. *Hayes* v. *Shoemaker*, U. S. C. Ct., N. D. N. Y., July 23, 1889.

Bicycles.

Rider of a bicycle has equal rights upon the highway with a person in a carriage drawn by horses, and allegations that a defendant rode a bicycle in the center of the road, at the rate of fifteen miles an hour, up to within twenty-five feet of the faces of the plaintiff's horses, whereby they became frightened and ran away and injured the plaintiff, do not state a cause of action. *Holland* v. *Bartch*, S. Ct. Ind., Sept. 18, 1889.

Bills and Notes.

Accommodation indorser of a bill of exchange, who meets the debt when legally charged with its payment, becomes a holder for value and may recover from an accommodation acceptor of the bill the full amount paid by him, although he knew at the time of his indorsement that the acceptance was for accommodation. *Gillespie* v. *Campbell*, U. S. C. Ct., N. D. Ill., Sept. 9, 1889.

Delay of ten months after the indorsement of a note payable on demand, in presenting the same and giving notice of non-payment, is unreasonable and will discharge the indorser. *Turner* v. *Benjamin*, S. Ct. Wis., Sept. 24, 1889.

Draft on bank, payable on a day subsequent to its date, is not a check, but a bill of exchange, and is entitled to days of grace. *Harrison* v. *Nicollet Nat. Bank*, S. Ct. Minn., Oct. 18, 1889.

Indorsee of negotiable promissory note, where the indorsement was not made for value, nor in due course of trade, but for the purpose of collection merely, may maintain an action upon the note in his own name, but such action will be subject to any defence the maker may have against the prior indorser. *Roberts* v. *Snow*, S. Ct. Neb., Oct. 3, 1889.

Interest from maturity upon a promissory note, payable five years after date, was to be paid at the rate of twelve per cent. *per annum*, then the highest legal rate of interest allowed by the State law, but before the note matured the maximum rate was reduced to ten per cent.; only ten per cent. interest could be collected upon the note. *Richardson* v. *Campbell*, S. Ct. Neb., Oct. 16, 1889.

Bills of Lading.

Consignee, where the bill of lading stipulates that he must be ready to receive his cargo on the ship's readiness to discharge,

otherwise the master may land it upon the wharf, without notice to and at the consignee's risk, is bound to watch for the ship's arrival and be ready to receive the goods at the time and place of delivery, and, in default of such readiness, the ship may land its cargo without previous notice. *Rolfe* v. *The Boskenna Bay*, U. S. C. Ct., S. D. N. Y., Oct. 7, 1889.

Exemption of vessel owners, by the terms of a bill of lading, from liability for "damage done by vermin," does not exonerate them from responsibility for injuries by rats, resulting from their negligence in omitting to fumigate the ship before loading, and the burden is upon them to show that the injuries were not the result of such negligence. *Stevens* v. *Navagazione Generale Italiana*, U. S. D. Ct., S. D. N. Y., Aug. 10, 1889.

CHARITIES.

Bequest to "the trustees of the Physio-Medical College of Cincinnati, Ohio, to be used by the college for the promotion of the medical art, as favored and believed in by the testator, and in support of that institution," will not, on proof that no corporation of that name exists, be decreed to belong to the "Physio-Medical Institute," when it appears that the testator intended to give the bequest to an unincorporated medical school, which he supposed to be incorporated and which had ceased to exist. *Stratton* v. *Physio-Medical College*, S. Jud. Ct. Mass., June 20, 1889.

Bequest in remainder "to any responsible corporation in this city, existing at the time of the death" of the precedent legatee, "whose permanent fund is established by its charter for the purpose of ameliorating the condition of the Jews in Jerusalem, Palestine, * * * by promoting among them education, arts and sciences, and by learning them mechanical and agricultural vocations," does not pass to a corporation whose object, as shown by its charter, is to contribute "to the relief of the indigent Jews in Jerusalem, Palestine," of which testator, a lawyer, was an incorporator and president at the time of executing the will, and which the will does not mention, although there is no other corporation in existence at the time mentioned, which can take the legacy. *Riker* v. *Leo*, Ct. App. N. Y., June 4, 1889.

On dissolution of a eleemosynary corporation, having no debts and no stockholders, the title to its land reverts to the original owner. *Mott* v. *Danville Seminary*, S. Ct. Ill., June 15, 1889.

CHECKS.

Payment of debt by a check was not constituted, when the debtor sent the check to its creditor, who, the same day, forwarded it to its bank in New York for collection, and the New York bank, the day after its receipt, sent the check to the bank upon which it was drawn for collection and remittance, according to a common practice among banks, in which case the usual form of remittance is by draft; the latter bank sent a New York draft for the amount, but on the same day failed and made an assignment, and the draft, being presented without delay, payment was refused. *Thomas* v. *Westchester County*, Ct. App. N. Y., June 4, 1889.

COMMON CARRIERS.

Contract to carry freight at a special rate, less than the published schedule, will not be adjudged an "undue or unreasonable discrimination," in the absence of evidence that such special rate is an exclusive privilege. *Bayles* v. *Kansas Pac. Ry. Co.*, S. Ct. Colo., Sept. 13, 1889.

CONSTITUTIONAL LAW.

License tax on express companies, imposed by a State, is unconstitutional, as invading the exclusive power of Congress to regulate interstate commerce, so far as regards an express company engaged in interstate transportation. *U. S. Express Co.* v. *Allen*, U. S. C. Ct., E. D. Tenn., Sept. 21, 1889.

Registration law, providing that no person shall practice dentistry without having obtained a degree from some dental college, or a license from the State dental society, and imposing a certain fee, but exempting non-resident physicians when called into the State by professional duties, and persons who have resided and practiced the profession at their present places of residence for a specified time, is unconstitutional, as unduly discriminating between persons of the same class. *State* v. *Hinman*, S. Ct. N. H., July 26, 1889.

State statute prohibiting sale of dressed meat, unless the animal within twenty-four hours before slaughter was inspected by State officers and found healthy and suitable for food, thus having the effect of excluding dressed meat slaughtered outside the State, is unconstitutional, as usurping the power of Congress to regulate interstate commerce and abridging the privileges and immunities of citizens of other States. *Swift* v. *Sutphin*, U. S. C. Ct., N. D. Ill., Sept. 13, 1889. *In re Barber*, U. S. C. Ct., D. Minn., Sept. 23, 1889.

CONTEMPT OF COURT.

Attempt to bribe juror is a contempt of court and may be punished as such, although no prejudice to either party to the suit on trial has resulted from such attempt. *Langdon* v. *Judges of Wayne Circuit Court*, S. Ct. Mich., Oct. 11, 1889.

CORPORATIONS.

Directors of insolvent corporation are trustees for its creditors, and they cannot obtain priority over a creditor by taking mortgages to themselves to secure them for advances made to the corporation and their indorsement of its notes, after the creditor has brought suit, and when the corporation is insolvent. *Olney* v. *Conanticut Land Co.*, S. Ct. R. I., Aug. 10, 1889.

Subscriber to stock of a corporation, who has been induced to subscribe by the assurance of a stockholder that the corporation would not engage in a particular business, does not thereby acquire a right to enjoin such stockholder from voting that the corporation engage in such business. *Converse* v. *Hood*, S. Jud. Ct. Mass., June 20, 1889.

CRIMINAL LAW.

Insane delusion is an incorrigible belief, not the result of reasoning, in the existence of facts which are either impossible absolutely or are impossible under the circumstances of the individual, and such delusion will not excuse crime, unless the imaginary facts would, if true, render such crime excusable. *State* v. *Lewis*, S. Ct. Nev., Sept. 12, 1889.

Insanity, as a defence to crime, must be established by a preponderance of evidence, and a man who has sufficient reason to know that the act he is doing is wrong and deserves punishment, is legally of sound mind, and is criminally responsible for such act. *Id.*

DEBTOR AND CREDITOR.

Agreement by indorsee of a promissory note, releasing a joint maker from all liability, upon the payment of a part of the note, is without consideration and void. *Bender* v. *Been*, S. Ct. Iowa, Oct. 3, 1889.

Mortgage given by insolvent upon his entire stock of goods to certain specified creditors, all of whose claims were past due, authorizing the mortgagees to take immediate possession of the goods, sell them at private sale and apply the proceeds to the payment of their claims, constitutes a general assignment for the benefit of creditors. *Richmond* v. *Mississippi Mills*, S. Ct. Ark., June 22, 1889.

EQUITY.

Reconveyance of property transferred to an agent, for the purpose of defrauding the creditors of the grantor, will not be decreed by a court of equity to be made to the grantor after the fraud has been accomplished; equity cannot be invoked to give relief to either party from the consequences of a fraudulent agreement. *Dent* v. *Ferguson*, S. Ct. U. S., Oct. 28, 1889.

ERROR.

Decree perpetually enjoining the entering upon or removing minerals from certain land, and ordering an account to be taken of the minerals already removed, is not a final decree and cannot be appealed from. *Keystone Manganese and Iron Co.* v. *Martin*, S. Ct. U. S., Nov. 11, 1889.

EXEMPTIONS.

Insurance money, due a debtor upon a policy on his homestead, which has been burned, represents only a personal contract of indemnity between the insurer and himself, and is not exempt from execution under a law exempting the homestead. *Smith* v. *Ratcliff*, S. Ct. Miss., June 3, 1889.

FIRE INSURANCE.

Assignment of fire policy to a purchaser of the insured property, duly assented to by the company, creates a new contract between the company and the assignee, which is not affected by a default of the assignor before the assignment amounting to a forfeiture of the policy. *Continental Ins. Co.* v. *Munns*, S. Ct. Ind., Sept. 17, 1889.

Breach of warranty in a fire policy covering two buildings, which only affects one of such buildings, will not prevent recovery for a loss sustained on the other building. *Pickels* v. *Phœnix Ins. Co.*, S. Ct. Ind., June 6, 1889.

Certificate of magistrate or notary public nearest to the place of the fire, when required by a policy to be furnished as part of the proofs of loss, requires the production of such certificate from the nearest officer of the classes named, whether magistrate or notary. *Williams* v. *Queen's Ins. Co.*, U. S. C. Ct., D. Conn., June 24, 1889.

Policy covering both real and personal property is not avoided as to the personalty by the insured placing an incumbrance upon the real estate, without notice to the insurer, in violation of a condition of the policy. *State Ins. Co.* v. *Schreck*, S. Ct. Neb., Oct. 4, 1889.

FIXTURES.

Baker's oven, erected by a tenant, which is so attached to the building that it cannot be severed without destroying its character, reducing it to a mere mass of crude materials, and doing substantial injury to the building, is a permanent attachment to the realty, and cannot be removed as a trade fixture. *Collamore* v. *Gillis*, S. Jud. Ct. Mass., Sept. 4, 1889.

GIFTS.

Valid gift inter viros was constituted where a married woman, having some $6000 in her name in a savings bank, in accordance with a previously expressed intention directed the bank teller to transfer $1500 to each of three nieces, which he did, charging her account with $4500; on her desire that the bank-books should be so made that the money could not be drawn during her life, the teller endorsed on each of them: "Only Mrs. C. has power to draw;" she and her nieces then wrote their names in the signature book, the word "Trustee" being added by the teller to that of the aunt, and the books were given to the latter, who during her life-time declared that she was trustee as to this money for her nieces. *Miller* v. *Clark*, U. S. C. Ct., D. Conn., Oct. 5, 1889.

HUSBAND AND WIFE.

Assignment for the benefit of creditors cannot be made in Wisconsin to a married woman, for the reason that she is incompetent under the laws of that State to bind herself by executing, as such assignee, the bond required by law. *T. T. Haydock Carriage Co.* v. *Pier*, S. Ct. Wis., Oct. 15, 1889.

Contract by wife to support her husband, in consideration of a conveyance made by him to her, is void. *Corcoran* v. *Corcoran*, S. Ct. Ind., May 14, 1889.

INFANTS.

Testamentary guardian for an illegitimate child cannot be appointed by its father. *Ramsay* v. *Thompson*, Ct. App. Md., Nov. 14, 1889.

LANDLORD AND TENANT.

Damages may be recovered by a lessee from his lessor, who has failed to deliver possession of the premises leased, for the amount of the rent paid and the difference between the rent agreed on and the value of the term, together with such special damages as the circumstances might show him entitled to, but not for amounts paid to clerks to release their contracts and to merchants to take back goods bought, unless it appears that the sums paid were reasonable and the obligations to pay were entered into in good faith. *Cohn* v. *Norton*, S. Ct. Err. Conn., Sept. 13, 1889.

"*Working the quarry*" in a lease providing for forfeiture for "not working the quarry for a space of three successive months," includes in its meaning the removal of water which has flooded the quarry. *Miller* v. *Chester Slate Co.*, S. Ct. Pa., Nov. 4, 1889.

LIFE INSURANCE.

Contract of mutual benefit company, whose "particular business and objects" are declared by its certificate of incorporation to be "to give financial aid and benefit to the widows, orphans and heirs or devisees of deceased members, by which the company agrees to pay the member a specified sum upon his arriving at seventy years of age, or having been a member in good standing for twenty-five years, is a contract of life insurance, and is *ultra vires* and void. *Rockhold* v. *Canton Masonic Mut. Ben. Soc.*, S. Ct. Ill., June 15, 1889.

Policy payable to wife of insured, "heirs, administrators, or assigns," upon the insured surviving his wife, and there being no children, inures to the benefit of his heirs, and not to that of hers. *Lyon* v. *Rolfe*, S. Ct. Mich., July 11, 1889.

LIQUOR LAWS.

Sale of liquor by a licensed dealer, who receives at his place of business an order from an adjoining county, in which he has no license, which order is filled by delivering the liquor to a common carrier designated by the purchaser, is not a violation of law, as the sale is made at the place where the goods were separated from the general stock and delivered to the carrier, and is therefore protected by the vendor's license, and it makes no difference that the goods were shipped to the purchaser "C. O. D." *Fleming* v. *Commonwealth*, S. Ct. Pa., Nov. 4, 1889.

MASTER AND SERVANT.

Vice-principal is constituted, where a person is clothed by a corporation with the control and management of a distinct department of its business, in which his duty is that of direction and superintendence. *Chicago B. & Q. R. R. Co.* v. *Sullivan*, S. Ct. Neb., Oct. 22, 1889.

MINES AND MINING.

"Mining ground," as used in a statute, includes a ditch and water-right, by means of which a mine is operated, as an appurtenance of such mine. *McShane* v. *Carter*, S. Ct. Cal., Sept. 2, 1889.

NEGLIGENCE.

Contributory negligence of parents cannot be imputed to a child of tender years, even in an action by the child's administrator to recover damages for his death, when the parents are the only persons entitled to receive the child's estate. *Wymore* v. *Mahaska County*, S. Ct. Iowa, Oct. 10, 1889.

Elevator furnished by store-keeper for the convenience of his customers must be of good material, of the kind found safest for the purpose and contain such new inventions as combine greater safety with practical use; the owner of the elevator is a carrier of passengers and is liable for any defect or flaw in the machinery, which might have been discovered on a reasonable and careful examination according to the best known tests reasonably practicable. *Treadwell* v. *Whittier*, S. Ct, Cal., Sept. 24, 1889.

Letter carrier delivered a registered letter, addressed to a guest at a hotel, to the hotel clerk and took his receipt for it; the letter, which contained money, was lost before delivery to the person to whom it was addressed, and the carrier was required by the post-office authorities to make good the amount of the loss; the carrier had a valid cause of action against the hotel clerk for the amount thus paid. *Joslyn* v. *King*, S. Ct. Neb., June 13, 1889.

Municipal corporation, which, without authority, grants a license to a grocer, allowing him, on payment of a fee, to keep his delivery wagon standing in the street, in front of his store, day and night, is guilty of permitting a public nuisance, and is liable in damages for any injuries resulting to a passer-by by reason thereof. *Cohen* v. *Mayor, etc., of New York*, Ct. App. N. Y., June 4, 1889.

Private bridge was built by the owner of an island in a river, to connect his premises with a highway on the mainland; this bridge was used more or less by the public, but without any invitation from the builder to use it, or any advantage accruing to him from such use, and it had become defective, its dangerous condition being very apparent; the builder owed no duty to a person going upon such bridge uninvited and for his own pleasure, and was not liable for injuries sustained by such person by reason of the defects in the bridge. *Cusick* v. *Adams*, Ct. App. N. Y., June 4, 1889.

Remaindermen, who come into possession of wharf property, which is subject to a valid outstanding lease and which was defective and out of repair when the lease was executed, are not liable, in the absence of express notice of such defects, for the death of a person resulting therefrom during the continuance of the lease, although the lease gives the lessors the privilege of entering upon the premises to make repairs, if they see fit to do so. *Ahern* v. *Steele*, Ct. App. N. Y., Oct. 8, 1889.

NEGOTIABLE INSTRUMENTS.

Promissory note, containing a stipulation for its renewal at maturity at the option of the payee or holder, is not negotiable. *Coffin* v. *Spencer*, U. S. C. Ct., D. Ind., July 20, 1889.

PATENTS.

Device used for gambling purposes exclusively is not a useful invention within the meaning of the patent laws, and a patent granted for such device will not be protected by the courts. *National Automatic Device Co.* v. *Lloyd*, U. S. C. Ct., N. D. Ill., Sept. 23, 1889.

Letters patent granted by the United States, after an English patent for the same invention has lapsed and become void, are without force or authority of law. *Huber* v. *N. O. Nelson Mfg. Co.*, U. S. C. Ct., E. D. Mo., May 25, 1889.

PUBLIC LANDS.

Fence erected by an owner of lands wholly within the limits of his own property, is not within the statutory prohibition of the inclosure of public lands by persons having no claim nor color of title to the lands so inclosed, even though such fence may happen to actually inclose certain public lands. *U. S.* v. *Douglas-Willan Sartoris Co.*, S. Ct. Wy., June 6, 1889.

Shore or tide lands not disposed of by the United States prior to the admission of a Territory into the Union as a State, become the property of such State. *Case* v. *Loftus*, U. S. C. Ct., D. Or., Aug. 26, 1889.

Statute of limitations begins to run against one who claims public lands as the grantee of the United States in favor of one in possession, claiming to have acquired title from such grantee, from the date of the grantee's certificate of final proof and payment. *Steele* v. *Boley*, S. Ct. Utah, Oct. 5, 1889.

PUBLIC OFFICERS.

Contract with county treasurer, made by the board of supervisors, by the terms of which he is to collect all delinquent personal property taxes, and receive as compensation a stipulated per cent. of the interest and penalties on such taxes, is against public policy and void. *Adams County* v. *Hunter*, S. Ct. Iowa, Oct. 7, 1889.

Keeper of county jail of a State, who receives prisoners committed to his custody by a United States Court, and is paid for their maintenance, is, for the purpose of keeping and caring for such prisoners, an officer of the court, and may be punished by an attachment for contempt, if he inflicts cruel or unusual punishments on such prisoners. *In re Birdsong*, U. S. D. Ct., S. D. Ga., June 29, 1889.

RAILROADS.

Telegraph operator, employed by a railroad company, is not a fellow-servant with a brakeman. *Hall* v. *Galveston, H. & S. A. Ry. Co.*, U. S. C. Ct., W. D. Tex., May 25, 1889.

Workmen in proximity to track of a railroad, who are engaged in grading a new track alongside of and parallel to the original or main track, are entitled to receive proper signals of the approach of trains upon the latter, and the duty of the railroad company is the same in this respect, whether the workmen are in its employment or in that of its contractor. *Erickson* v. *St. Paul & D. R. R. Co.*, S. Ct. Minn., Oct. 18, 1889.

REMOVAL OF CAUSES.

Cause removed from State Court on the ground of diverse citizenship will be remitted by the Supreme Court of the United States to the Circuit Court with directions to remand it to the State Court, even after the trial and the prosecution of writs of error, when it appears from the record that the citizenship of the parties at the commencement of the action, and at the time of filing the petition for removal, was not sufficiently shown. *Jackson* v. *Allen; Brown* v. *Allen*, S. Ct. U. S., Oct. 28, 1889.

Suit by alien cannot be removed to the Federal Courts on the ground of local prejudice, the privilege of removal on this ground being given only in controversies between citizens of different States of the United States. *Cohn* v. *Louisville, N. O. & T. R. R. Co.*, U. S. C. Ct., S. D. Miss., July 6, 1889.

REVENUE LAWS.

Insertion of additional charges on entries and invoices, by the importer, in order to avoid onerous penalties imposed by the appraisers for their omission, renders the payment of the increased duties caused thereby involuntary, although such penalties may be illegal. *Robertson* v. *Franks*, S. Ct. U. S., Oct. 28, 1889.

Vessel driven ashore by stress of weather has not "arrived" within the limits of the collection district within the meaning of the United States statutes, and the unloading of her cargo, without authority of the customs officer, does not subject it to forfeiture. *The Cargo ex Lady Essex*, U. S. D. Ct., E. D. Mich., July 15, 1889.

SALE.

Agreement to purchase goods to be manufactured at a specified price, cannot be rescinded by the purchaser, after receiving a portion of the order, but the vendor may proceed to manufacture and tender the residue of the goods ordered, and if not accepted, may resell them at public auction at the place of delivery, after notice to the purchaser; such sale, when fairly made, with reasonable diligence, judgment and care, will be evidence to fix the market value of the goods. *John A. Roebling's Sons Co.* v. *Lock-Stitch Fence Co.*, S. Ct. Ill., Oct. 31, 1889.

Executory contract of sale required the vendor to deliver iron of a specific quality on board steamers at Liverpool to be sent to the vendee in New York; in the absence of any express agreement to the contrary, the vendee's right of inspection continued until the iron arrived at New York, and the carrier was not his agent to accept the iron as corresponding to the contract. *Pierson* v. *Crooks*, Ct. App. N. Y., Oct. 8, 1889.

Notice of rejection was given the vendor one month after the arrival of the first lot of iron, which was delivered in three shipments, each being inspected within ten days after its arrival; the delay in inspection and rejection was not so great as to be unreasonable as a matter of law. *Id.*

Title to certain bags of coffee purchased on credit and by the pound out of a large number stored in a warehouse, where the bags are so marked as to be easily identified and nothing remains to be done except to weigh the coffee, in order to determine the price. vests immediately in the purchaser. *Sanger* v. *Waterbury*, Ct. App, N. Y., 2d Div., Oct. 22, 1889:

SLANDER.

Statement by physician that he had sent some of the silk thread used in a certain manufactory to the State Board of Health for examination, and that the Board had reported that the thread contained arsenic in sufficient quantities to be dangerous to the workmen using it, is not such a statement as would place every one hearing it under such a moral obligation to repeat it that the physician must be held to have contemplated and authorized its repetition until it reached the workmen. *Elmer* v. *Fessenden*, S. Jud., Ct. Mass., Nov. 26, 1889.

Statements made by a stockholder of a railroad company before a stockholders' meeting, attributing drunkenness and incapacity to one of the officers of the company, are privileged, if made in good faith, and the fact that attorneys of the company, who are not stockholders, are present at the meeting, does not take away the privilege. *Broughton* v. *McGrew*, U. S. C. Ct., D. Ind., June 9, 1889.

SUNDAY LAWS.

Contract for advertising in the Sunday edition of a newspaper is void, as the issuing, publishing and circulating of a newspaper on Sunday, not being a work of necessity or charity, is unlawful, and such contract, being void because it stipulates for doing what is unlawful, is incapable of ratification. *Handy* v. *St. Paul Globe Publishing Co.*, S. Ct. Minn., July 8, 1889.

Whether shaving a man on Sunday for hire is a work of necessity, is a question to be submitted to the jury. *Ungericht* v. *State*, S. Ct. Ind., June 19, 1889.

TELEGRAPHS.

License tax cannot be imposed by either State or municipal authority upon a telegraph company, whose lines are used for the transmission of messages to all parts of the United States, and are thus instruments of interstate commerce. *City of St. Louis* v. *Western Union Tel. Co.*, U. S. C. Ct., E. D. Mo., June 19, 1889.

Message to physician was not delivered promptly, causing delay in his reaching the patient; it was a question for the jury whether the patient was injured by the delay and whether the result would have been different had the message been promptly delivered; and where the non-delivery was occasioned by the observance of certain rules as to closing the receiving office, the reasonableness of such rules was also for the jury. *Brown* v. *Western Union Tel. Co.*, S. Ct. Utah, June 21, 1889.

TELEPHONES.

Acknowledgment of deed by a married woman through a telephone, when three miles distant from the notary public, is valid, where there is no allegation of fraud, duress or mistake, and evidence in

contradiction of the notary's certificate, made out in due form, is not admissible, in the absence of any such allegation. *Banning* v. *Banning*, S. Ct. Cal., Sept. 2, 1889.

Contract with owner and licensor of the patent under which a telephone company operates, that it will furnish telephonic facilities to a certain telegraph company, to the exclusion of all other telegraph companies, is void, and the telephone company must furnish equal facilities to all persons or corporations applying to it. *Commercial Union Tel. Co.* v. *New England Telephone and Tel. Co.*, S. Ct. Vt., June 27, 1889.

TRADE-MARKS.

"*Cough cherries*," as applied to a confection, are not descriptive of the qualities of the article, but are sufficiently arbitrary and fanciful to be appropriated as a trade-mark. *Stoughton* v. *Woodward*, U. S. C. Ct., W. D. Wis., Aug. 6, 1889.

USURY.

Mortgagee, whose mortgage recites that it is subject to a ground-rent of a specified amount and who buys in the mortgaged property under foreclosure proceedings, cannot subsequently set up as a defence to such ground-rent that it was a mere device to conceal a usurious loan to the original owner of the land. *Fulford* v. *Keerl*, Ct. App. Md., Nov. 15, 1889.

VERDICT.

In action on contract a verdict "for plaintiff," without stating for what amount, is fatally defective, and, after it has been recorded and the jury has separated, it cannot be amended by the court. *Gaither* v. *Wilmer*, Ct. App. Md., Nov. 15, 1889.

WILLS.

Bequest to daughters of testator, to take effect "in the event of any of my said daughters becoming a widow, or otherwise becoming lawfully separated from her husband," is not void as against public policy, upon the ground that it encourages the legatees to become separated from their husbands. *Born* v. *Horstmann*, S. Ct. Cal., Sept. 20, 1889.

Direction by testator that her executor shall carry on a mercantile business for the benefit of her son, and shall have power "to sell or make such other disposition of my real and personal estate as the safe conduct of such business shall seem to require," subjects the general assets of the estate to the payment for goods purchased on credit by the executor, in the course of carrying on such business. *Willis* v. *Sharp*, Ct. App. N. Y., June 4, 1889.

Legatee, who has killed the testator for the purpose of preventing the revocation of a will made in his favor, cannot take under such will. *Riggs* v. *Palmer*, Ct. App. N. Y., Oct. 8, 1889.

Unsoundness of testator's mind will not in itself prevent a will from being adjudged valid, when it appears that such unsoundness did not affect the character of the will. *Durham* v. *Smith*, S. Ct. Ind., Oct. 29, 1889.

JAMES C. SELLERS.