ABSTRACTS OF RECENT DECISIONS.

ACCIDENT INSURANCE.

Marks of extreme violence, apparently recently inflicted, upon the back of a person who is insured by an accident policy, and whose injuries ultimately produce death, constitute *prima facie* evidence of death resulting from bodily injuries "through external, violent and accidental means." *Cronkhite* v. *Travelers' Ins. Co.*, S. Ct. Wis., Nov. 5, 1889.

ADMIRALTY.

Maritime lien, created by a collision, takes precedence of liens for repairs and supplies, although the latter liens arose prior to the collision. *The John G. Stevens*, U. S. C. Ct., S. D. N. Y., Oct. 31, 1889.

Steam dredge, which is a floating scow fitted with appliances for deepening channels of navigation, is a subject of admiralty jurisdiction. *Aitcheson* v. *The Endless Chain Dredge*, U. S. D. Ct., E. D. Va., Oct. 17, 1889.

AGENCY.

Real estate agent is not entitled to a commission upon the price of a property sold by the owner to a purchaser not procured by such agent, unless the agent has been given an exclusive right to sell the property. *Dole* v. *Sherwood*, S. Ct. Minn., Nov. 1, 1889.

BILLS AND NOTES.

Material alteration of a promissory note by a joint maker, after another joint maker has signed it, and without his consent, will render the note void as to the latter. *Flanigan* v. *Phelps*, S. Ct. Minn., Dec. 20, 1889.

Purchaser of a promissory note, who has knowledge that it was given in a speculative wheat deal, is not a *bona fide* holder for value. *Goodrich* v. *McDonald*, S. Ct. Mich., Nov. 8, 1889.

CHATTEL MORTGAGES.

Mortgagee, who takes the mortgaged goods into his possession after a default, but tenders them back upon payment of the debt, is not required to deliver them to the mortgagor upon his own premises, but the latter must take them at the place where the mortgagee has stored them for safe-keeping. *Gale Mfg. Co.* v. *Phillips*, S. Ct. Mich., Nov. 15, 1889.

CHECKS.

Certification of check is not constituted by a verbal statement of the bank, upon which it is drawn, that it is good and will be paid. *Farmers' and Traders' Bank* v. *Bank of Allen Co.*, S. Ct. Tenn., Dec. 19, 1889.

CONSTITUTIONAL LAW.

City ordinance in regard to meat inspection, providing that the animal must be inspected before slaughtering, and must be slaughtered within one mile of the city limits, the effect of which is to exclude dressed meat brought from a distance, is void, as interfering with free commerce between the States. *Ex parte Kieffer*, U. S. C. Ct., D. Kan., Nov. 28, 1889.

Dentists may be required by a State statute to obtain a certificate from a board of examiners, as a pre-requisite to continuing practice within the State; such requirement is a proper exercise of the police power of the State and is not unconstitutional. *Gosnell* v. *State*, S. Ct. Ark., Nov. 9, 1889.

Limited Liability Act of June 19, 1886, which extended the benefit of limited liability legislation to vessels engaged in inland navigation, is valid, in view of the power of Congress to regulate commerce. *The Katie*, U. S. D. Ct., S. D. Ga., Nov. 12, 1889.

CORPORATIONS.

Foreign corporation, by its failure to comply with the statutory conditions entitling it to do business in a State, does not render a conveyance to it of property located in such State void, so that it may be attacked collaterally by a private person. *Fritts* v. *Palmer*, S. Ct. U. S., Nov. 25, 1889.

CRIMINAL LAW.

Forgery is constituted by a letter, falsely purporting to come from the owner of a diploma and requesting the custodian of such diploma to deliver it to bearer, the alleged forger. *Alexander* v. *State*, Ct. App. Tex., Nov. 9, 1889.

FIRE INSURANCE.

Notice of loss was requested by the insured to be given to the company by the local agent the day after the fire, but the agent replied that he had already sent notice, in consequence of which statement the insured did not notify the company; the notice sent by the agent, which did not purport to be given on behalf of the insured, was duly received by the company; the requirement of the policy as to notice was sufficiently complied with. *Loeb* v. *American Cent. Ins. Co.*, S. Ct. Mo., Nov. 18, 1889.

INTERSTATE COMMERCE LAW.

Refusal to transport stock in the cars of a certain live-stock transportation company at the same rate as in the cars of another such company, when the railroad has different contracts with the two companies and can use the cars of the latter to its own better advantage, is not an "unjust discrimination" within the meaning of the Interstate Commerce Act. *U. S.* v. *Delaware, L. & W. R. R. Co.*, U. S. C. Ct., N. D. N. Y., Oct. 18, 1889.

JURISDICTION.

Federal courts have no jurisdiction of proceedings *in rem*, taken under a State statute against the property of a non-resident defendant, who has not been personally served or appeared. *Harland* v. *United Lines Tel. Co.*, U. S. C. Ct., D. Conn., Nov. 14, 1889.

"*No Man's Land*," so-called, is subject to the criminal jurisdiction of the United States Court for the Eastern District of Texas. *In re Jackson*, U. S. C. Ct., D. Kan., Nov. 28, 1889.

Suit to set aside sale of lands forfeited to a State, the parties being citizens of different States, is within the jurisdiction of the Federal

courts, and a deed for such lands, although made in pursuance of the order of the State court, may be avoided by the former tribunals. *De Forest* v. *Thompson*, U. S. C. Ct., D. W. Va., Nov. 14, 1889.

Life Insurance.

Agent of insurance company, after being informed by an applicant for a policy that he held certificates of membership in certain co-operative societies, told him that such certificates were not considered insurance, and wrote, in answer to the question whether the applicant had any other insurance on his life, "no other;" the policy contained a condition rendering it void, if any of the statements in the application were untrue; the act of the agent in making such answer was the act of the company, and the latter was estopped from alleging that insurance in co-operative societies was insurance of the kind to which the question referred. *Continental Life Ins. Co.* v. *Chamberlain*, S. Ct. U. S., Nov. 25, 1889.

Mutual benefit society is subject to the same rules of law in the interpretation of its contracts as a mutual life insurance company, in the absence of any statutory distinction. *Block* v. *Valley Mut. Ins. Asso.*, S. Ct. Ark., Nov. 9, 1889.

Limitation.

Adverse possession will not affect the holder of a certificate of purchase of land from the United States, until his patent is issued, as his right to maintain ejectment against one wrongfully in possession of the land does not accrue until the issuance of the patent. *Redfield* v. *Parks*, S. Ct. U. S., Nov. 18, 1889.

Public Lands.

Timber, unlawfully severed from public mineral lands and purchased by a railroad company for use upon its locomotives and cars, can be recovered for in a suit by the United States against the railroad. *U. S.* v. *Eureka & P. R. R. Co.*, U. S. C. Ct., D. Nev., Nov. 23, 1889.

Railroads.

Driving for two miles on a railroad track, after entering it upon a crossing which was maintained by the railroad company in a negligent manner, is such contributory negligence as will excuse the latter from liability for injuries sustained by the person so driving, and the drunkenness of the person thus injured will not affect the question of his negligence. *McDonald* v. *Chicago, M. & St. P. Ry. Co.*, S. Ct. Wis., Nov. 5, 1889.

Look-out for stock upon its track need not be kept by a railroad company; the extent of its duty is that the engineer shall use reasonable care, after the stock is discovered by him, to prevent injury to it. *Memphis & L. Ry. Co.* v. *Kerr*, S. Ct. Ark., Nov. 2, 1889.

Removal of Causes.

Extension of time to answer beyond the limit expressly provided in a State statute, does not extend the time to file a petition for removal to the Federal Court. *Velie* v. *Manufacturers' Accident Indemnity Co.*, U. S. C. Ct., E. D. Wis., Dec. 18, 1889.

Local prejudice is not sufficiently established, under the Act of Congress of March 3, 1887, by an affidavit of the party, stating that he has reason to believe and does believe that he will not be able to obtain justice in the State Court. *Minnick* v. *Union Ins. Co.*, U. S. C. Ct., W. D. Mich., Nov. 26, 1889.

TAXATION.

Real estate owned and occupied by a school, which is incorporated under an Act "empowering the creation of corporations to establish, maintain and conduct a seminary of learning," the only business of such corporation being the maintenance of such a seminary, with the usual studies pursued, and its expenses being met by tuition charges, is not taxable under an Act which exempts such real estate of "scientific institutions" as is occupied by them for the purposes for which they were incorporated; nor does the fact that on one occasion the institution declared a dividend, remove the exemption, as the remedy, if this was a misuse of its funds, would be by a direct proceeding to restrain and punish the corporate abuse, and not by taxation. *Detroit Home and Day School* v. *City of Detroit*, S. Ct. Mich., Oct. 18, 1889.

TELEGRAPHS.

License tax cannot be imposed by a municipality upon a telegraph company engaged in interstate commerce, and an ordinance which imposes upon such company license fees amounting to more than four times the annual cost of supervising and controlling its wires and poles for the protection of property and person, is unreasonable and levies a tax, and is consequently void. *City of Philadelphia* v. *Western Union Tel. Co.*, U. S. C. Ct., E. D. Pa., Oct. 28, 1889.

Mental suffering, caused by the failure of a telegraph company to deliver a message, will not of itself support an action for damages. *Rowell* v. *Western Union Tel. Co.*, S. Ct. Tex., Nov. 5, 1889.

WILLS.

Direction to executors to provide for the maintenance of the daughter of the testatrix during her minority, and thereafter to pay her yearly a certain sum until she attains the age of thirty-five, also to manage the estate until she attains that age and then transfer it to her absolutely, followed by a provision that, in case of the daughter's death prior to attaining that age, the property shall go to her issue upon the same trusts, and upon their death to the husband of testatrix, if he is then living, vests in the daughter an absolute estate, free from trusts, immediately upon the death of the husband, although she has not at that time reached the age of thirty-five. *Bennett* v. *Chapin*, S. Ct. Mich., Nov. 8, 1889.

Lapse of legacy to one who dies in the life-time of the testator, will not be prevented by the legatee bequeathing to his wife "all my estate that is coming to me from" the first testator, although it is shown that the latter intended the widow to take what had been originally bequeathed to her husband. *Dixon* v. *Cooper*, S. Ct. Tenn., Oct. 26, 1889.

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