ABSTRACTS OF RECENT DECISIONS.

BANKS AND BANKING.

Forged checks on a bank, purporting to be signed by one of its principal depositors, and running through a period of five months before the forgery was discovered, were accepted and paid by the drawee bank to other banks, which had cashed the checks in good faith, after inquiry of the drawee bank as to the state of the depositor's account; under these circumstances the drawee bank must bear the loss and cannot recover from the other banks the amount paid on the forged checks. *Deposit Bank of Georgetown* v. *Fayette Nat. Bank*, Ct. App. Ky., March 8, 1890.

BILLS AND NOTES.

Indorser of a promissory note, payable to the maker's own order, is liable thereon, although the maker does not indorse it until after his indorsement has been made. *Central Nat. Bank* v. *Dreydoppel*, S. Ct. Pa., May 5, 1890.

CHATTEL MORTGAGES.

Accommodation indorser upon a promissory note may be protected in his liability by a chattel mortgage, and such mortgage at the note's maturity will inure to the benefit of the holder of the note. *Tompkins* v. *Crosby*, Ct. Ch. N. J., May 8, 1890.

COMMON CARRIERS.

Delivery to warehouseman by a carrier of goods transported by it, such warehouseman being independent of the carrier and giving notice himself to the consignees of the arrival of the goods, in accordance with a custom well known to the consignees and long acquiesced in by them, terminates the liability of the carrier, and it is not liable if the goods are subsequently destroyed by fire. *Black* v. *Ashley*, S. Ct. Mich., April 11, 1890.

Stipulation in bill of lading that an agreed valuation shall cover loss or damage from any cause whatever, does not relieve the carrier for liability for the actual value of the goods when their loss is caused by the carrier's negligence. *Pennsylvania R. R. Co.* v. *Weiller*, S. Ct. Pa., April 21, 1890.

CONSTITUTIONAL LAW.

Statute forbidding peddling does not violate the inherent and indefeasible right of "acquiring, possessing and protecting property" secured by constitutional provision to the State's citizens, nor is the application of such a statute to citizens of another State, employed by a manufacturing company located in that State, to sell small articles from house to house, an interference with interstate commerce. *Commonwealth* v. *Gardner*, S. Ct. Pa., March 17, 1890.

CONTRACTS.

Public policy does not forbid a contract not to teach the French or German language, nor aid nor advertise to teach them, or either of them, nor to be connected with any person or institution teaching them, within a designated State, for the period of a year after leaving the other party's employment, but where it plainly appears that the restriction is greater than the necessity, such contract is unreasonable and will not be enforced. *Herreshoff* v. *Boutineau*, S. Ct. R. I., April 14, 1890.

CORPORATIONS.

Degree of Doctor of Medicine cannot be conferred by an institution incorporated under a statute which provides that persons may associate together and have the powers of a corporation for the purpose of establishing and maintaining "literary and scientific institutions." *Towshend* v. *Gray*, S. Ct. Vt., April 5, 1890.

List of stockholders in a corporation cannot be copied by one of the stockholders, who desires to use such list for the purpose of inducing other stockholders to join him in a suit against the corporation and share the expenses, although the State Constitution requires a list of the stockholders to be kept for inspection at the office of the corporation. *Empire Passenger Ry. Co's Appeal*, S. Ct. Pa., April 21, 1890.

EVIDENCE.

Alteration of check, which is apparent upon its face and affects the amount of such check, imposes upon the holder the burden of explaining how such alteration was made, though both the drawer and payee of the check are dead. *Hess' Appeal*, S. Ct. Pa., March 31, 1890.

Deed more than thirty years old and coming from the proper custody, under which title has long been asserted, is admissible in evidence without the production of a power of attorney by whose authority, according to its recitals, it was executed. *O'Donnell* v. *Johns*, S. Ct. Tex., Feb. 28, 1890.

FIRE INSURANCE.

Arbitration clause in a fire policy, which provides that, in case of loss, the amount of "loss or damage" shall be ascertained by arbitration, and shall not be payable until so ascertained, and that such arbitration shall be a condition precedent to bringing suit, is reasonable and valid, and applies although there has been a total loss of the property insured. *Chippewa Lumber Co.* v. *Phœnix Ins. Co.*, S. Ct. Mich., April 11, 1890.

Condition of policy on a dwelling and its contents provided that such policy should be void if the house became "vacant or unoccupied;" when the tenant occupying the house removed, the agent who issued the policy verbally informed the insured that the insurance would be good for thirty days and that the house would be

considered as occupied from the fact that the insured's goods remained in it; within the thirty days the house was burned; notwithstanding a condition in the policy that the agent could not vary its terms by parol, the insurer was bound by the agent's declarations, which constituted not a waiver of the condition, but merely a construction of the words "vacant or unoccupied." *Hotchkiss* v. *Phœnix Ins. Co. of Brooklyn*, S. Ct. Wis., March 18, 1890.

JURISDICTION.

Suit by stockholder of national bank against its officers and directors, all of whom are residents of the same State with such stockholder, to compel collection of a note due the bank and payment to the bank by the directors of sums lost by reason of their alleged illegal conduct, is not within the jurisdiction of the Federal Courts. *Whittemore* v. *Amoskeag Nat. Bank*, S. Ct. U. S., March 31, 1890.

LANDLORD AND TENANT.

Furniture leased to a tenant and used by him on the demised premises, is subject to the landlord's right of distress for rent. *Myers* v. *Esery*, S. Ct. Pa., April 7, 1890.

LIFE INSURANCE.

Assignment to creditor of a life insurance policy gives him the right to retain from its proceeds only the amount of his debt, his advances to keep the policy in force and the expenses of its collection, with interest on such disbursements. *Lewy* v. *Gillard*, S. Ct. Tex., March 4, 1890.

Indebtedness of insured to the estate of his ward will not render the proceeds of life insurance, taken out while he was perfectly solvent, for the benefit of his wife and children, applicable to the payment of such debt, where it is provided by statute that life insurance made by a husband for the benefit of his wife and children, whether insolvent or not, is valid as against creditors, unless made with intent to defraud. *Hise* v. *Hartford Life Ins. Co.*, Ct. App. Ky., April 5, 1890.

Limitation in a policy providing that no suit shall be brought thereon after six months from the death of the insured, will not bar an action where the beneficiary and the company's superintendent have agreed on the amount to be paid, and the latter has promised to pay it as soon as the money should be received from the home office. *Metropolitan Life Ins. Co.* v. *Dempsey*, Ct. App. Md., April 18, 1890.

"*Their children*," when used in a policy made payable to the insured's wife and in the event of her death in his life-time, then to their children, mean the children common to both the insured and his wife. *Evans* v. *Opperman*, S. Ct. Tex., Feb. 25, 1890.

MASTER AND SERVANT.

Assault and battery, committed by a servant sent to take personal property from the possession of a person who claims to own it, the assault being made by the servant in the attempt to gain possession of such property, renders the master liable in damages, although he had instructed his servant not to assault any one and not to break the law. *McClung* v. *Dearborne*, S. Ct. Pa., April 28, 1890.

MECHANIC'S LIENS.

Sub-contractor is not entitled to a lien against a property which the principal contractor has agreed to build and deliver to the owner, free of all liens; the former is bound by the original contract and is presumed to have notice of its terms. *Schroeder* v. *Galland*, S. Ct. Pa., April 21, 1890.

NEGLIGENCE.

Mercantile agency, notwithstanding a contract exempting it from liability for loss "caused by the neglect or other act of any officer or agent of the company," is liable for a loss occasioned by an error in its published book, when such error arose in printing the book, and not in collecting information for it, since the printing of the book is the act of the company itself. *Crew* v. *The Bradstreet Co.*, S. Ct. Pa., April 7, 1890.

Statute of Maryland gives an action for the death of a person, caused by the wrongful act or neglect of another, to the surviving wife, husband, parent or child of the deceased, while the West Virginia Statute provides that such action shall be brought in the name of the personal representative; an administrator appointed in Maryland cannot sue in Maryland under the West Virginia Statute for the death of his intestate caused by negligence in West Virginia. *Ash* v. *Baltimore & Ohio RR. Co.*, Ct. App. Md., March 18, 1890.

PRIVILEGE.

Service of summons in a civil suit for breach of promise upon a defendant who has been brought from another State by requisition as a fugitive from justice, charged with the crime of seduction, and, after hearing, has been discharged from custody, but has not left the court room, is void, the defendant being entitled to a reasonable time and opportunity to return to the State whence he was taken, before he can be lawfully served with process. *Moletor* v. *Suined*, S. Ct. Wis., March 18, 1890.

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