"§2123. (S. 2.) In case the last day of grace upon any note or bill falls upon any legal holiday or upon Sunday, then said note or bill must be presented on the secular day next preceding the holiday, and in case Sunday and a legal holiday come together, then said note or bill must be presented on the day next succeeding said Sunday and said holiday."

The Code of Civil Procedure is Part Tenth of the Compiled Laws (ed. 1888, vol. 2, page 187), and provides:—

"§2991. (S. 7.) Holidays, within the meaning of this Code, are every Sunday; the first day of January; the twenty-second day of February; the thirtieth day of May, commonly called Decoration Day; the fourth day of July; the twenty-fourth day of July, commonly called Pioneers' Day; the twenty-fifth day of December; and all days which may be set apart by the President of the United States or the Governor of Utah Territory, by proclamation, as days of fast or thanksgiving."

"§2992. (S. 8.) The time in which any act provided by law is to be done is computed by excluding the first day and including the last day, unless the last day is a holiday, and then it is also excluded."

"§2993. (S. 9) Whenever any act of a secular nature, other than a work of necessity or mercy, is appointed by law or contract to be performed upon a particular day, which day falls upon a holiday, such act may be performed upon the next business day with the same effect as if it had been performed upon the day appointed; *Provided*, That nothing in this or the preceding section shall be so construed as to in any manner change, alter or modify the time of the maturity of negotiable instruments as provided in an act entitled 'An Act in relation to Negotiable Instruments,' approved March 9, 1882."

ABSTRACTS OF RECENT DECISIONS.

BANKRUPTCY.

Fraud arising from the purchase of goods by an insolvent with the intention of disposing of them without paying their price, prevents a discharge in bankruptcy under §5117 of Rev. Stat. U. S., from relieving the debtor of the liability: *Ames* v. *Moir et al.* U. S. S. Ct., February 2, 1891.

A fiduciary capacity within the meaning of §33 of the Bankruptcy Act of March 2, 1867, c. 176 (14 U. S. Stat. at Large, p. 533), does not arise where a sum of money is delivered to a person with directions to pay the plaintiff a certain portion each year during her natural life, or so long as the plaintiff shall in such person's judgment comport herself as "a discreet and prudent female," with a declaration that the annual payments should be taken as interest, and with a direction that upon certain contingencies the principal should be paid to the plaintiff, but in case of her death without issue should revert to such person and his heirs, even though the plaintiff and such person each execute a written acceptance of the terms: *Upshur et al.* v. *Briscoe et al.* U. S. S. Ct., February 2, 1891.

CONTRACTS.

A signed writing, in the following language, "I hold of the stock of the * * * railway company thirty-three thousand two hundred and

fifty dollars, or thirteen hundred and fifty shares, which is sold to * *, and which, though standing in my name belongs to him, subject to a payment of eight thousand dollars, with interest at the same rate and from same date as interest on my purchase of * * stock," is an executed contract by which the ownership passes, with a reservation of title simply as security, by way of equitable mortgage, for the purchase money: *Beardsley* v. *Beardsley*, U. S. S. Ct., February 2, 1891.

COUNTERFEIT MONEY

Not uttered within the meaning of § 5414, Rev. Stat. U. S., by passing a Confederate note on an ignorant person: *U. S.* v. *Wilson*, U. S. D. Ct. D. Col., January 15, 1891.

CRIMINAL LAW.

Where an indictment charging embezzlement is so indefinite that the Court cannot understand whether it involves a single or a series of peculations, and the Court has ordered a bill of particulars to be furnished and has continued the case for that purpose, but the district attorney has, at a subsequent term, declared his inability to furnish the same, and has moved to discontinue, his statement is equivalent to an admission of a want of evidence sufficient to sustain the charge, and the motion will be granted, even though the defendant protests and demands a jury trial, as the prosecution must fail: *United States* v. *Brooks*, U. S. D. Ct. D. Wash., December 9, 1890.

DAMAGES.

Mental suffering alone, unaccompanied by other injury, is not sufficient to entitle the receiver of a telegram delayed through the telegraph company's negligence, to recover damages: *Chase* v. *Western Union Telegraph Co.*, U. S. C. Ct. N. D. Ga., December 23, 1890.

ESTOPPEL.

A judgment debtor, against whom a judgment void for want of proper service has been obtained, is estopped in an action on such judgment from setting up its invalidity, when he has obtained substantial benefits by contending that it is valid: *Wakelee* v. *Davis*, U. S. C. Ct. S. D. N. Y., January 7, 1891.

MUNICIPAL BONDS.

Interest coupons are distinct and independent promises to pay the interest installments, and have all the attributes of commercial paper; therefore an action brought on one is no bar to an action on another, even though the latter had matured at the date of the first action: *Butterfield* v. *Town of Ontario*, U. S. C. Ct. N. D. N. Y., December 1, 1890.

PRINCIPAL AND AGENT.

A bill in equity will lie by a principal to recover from a bank money deposited therein by his factor, the proceeds of property consigned by the principal to the factor for sale, as an action at law would not lie, the legal title being in the factor: *Union Stock-Yards National Bank* v. *Gillespie et al.*, U. S. S. Ct., December 15, 1890.

ERNEST WATTS.