

valid. But the petition for the *habeas corpus* in this Virginia case expressly averred that there were no persons conducting the dressed meat business in Virginia and no such slaughter houses within the one hundred mile limit, all the meat coming from the West. Hence the Circuit Judge remarked that this Virginia law transgressed a special principle of Interstate Commerce, in acting upon the meat before it became mingled with the general mass of property in the State (See 29 AMERICAN LAW REGISTER 835-6). But the transgression of the greater principle of no discrimination between local and distant products is the sufficient reason adopted by the Supreme Court for denying the validity of such laws. In such matters, this is one country.

ABSTRACTS OF RECENT DECISIONS.

ADMIRALTY.

United States District Court may entertain a suit in admiralty under a State statute conferring a right of action upon an administrator for the death of his intestate, when caused by negligence, and giving a lien for such death when caused by any vessel navigating the waters of the State: *The Oregon*, U. S. D. Ct. D. Ore., January 5, 1891.

Damages from collision, where both vessels are at fault, must be divided between them; the rule is, to deduct the lesser loss from the greater, and to require the vessel sustaining the lesser to pay one-half the remainder to the vessel sustaining the greater loss: *The Oregon*, U. S. D. Ct. D. Ore., January 5, 1891.

ALIENS.

"Contract" and "Agreement," as used in Sections 1 and 3 of the Act of Congress of February 26, 1885, forbidding the prepayment, or otherwise assisting or encouraging the importation or migration of an alien, knowing him to be at the time under contract to perform labor or service in the United States, mean an enforceable contract, express or implied: *United States v. Edgar*, U. S. C. Ct. E. D. Mo., January 29, 1891.

BANKS AND BANKING.

Payment of check with forged indorsement, where the person who committed the forgery is identified to the bank by one who believes him to be the payee, does not make the bank responsible to the drawer of the check, who had himself delivered it to the forger, believing him to be the person named as payee: *United States v. Nat. Exchange Bank*, U. S. C. Ct. E. D. Wis., February 2, 1891.

CONSTITUTIONAL LAW.

Tariff Act of October 1, 1890 (commonly known as the McKinley Bill), is not unconstitutional: *In re Sternbach*, U. S. C. Ct. S. D. N. Y., January 27, 1891.

Prohibition of mails to obscene matter is not unconstitutional as being in contravention of the provision of the First Amendment to the Constitution, that "Congress shall make no law * * abridging the freedom of speech or of the press": *United States v. Harmon*, U. S. D. Ct. D. Kan., March, 1891.

CORPORATIONS.

Directors, who are also creditors of an embarrassed corporation, cannot prefer themselves by taking the antedated notes of the corporation for their claims, having such notes discounted by a bank and conveying to the bank as collateral security all the assets of the company; such a conveyance will be set aside at the suit of the unsecured creditors of the corporation: *Consolidated Tank Line Co. v. Kansas City Varnish Co.*, U. S. C. Ct. N. D. Mo., February 9, 1891.

EQUITY.

Specific performance cannot be had of a contract whereby one agrees to procure a deed to be made to another of certain land owned by a third person, in consideration of the conveyance by the former of certain other land; such a contract is not mutual as to its enforcement, since an agreement to convey the land of another cannot be specifically enforced, but the aggrieved party must be left to his remedy by an action at law: *Norris v. Fox*, U. S. C. Ct. N. D. Mo., March 3, 1891.

EXECUTORS AND ADMINISTRATORS.

Foreign letters of administration (issued in the State of Michigan) confer no authority to sue in another State (*e. g.*, New York) either in the State or Federal Courts: *Johnson v. Powers et al.*, S. Ct. U. S., March 9, 1891.

INTERSTATE COMMERCE LAW.

Municipal ordinance, prohibiting any railroad company from allowing the sale of fruit, vegetables, or perishable freight arriving in the city over its lines from cars on the tracks, or from any platform, shed or building at the depot on the grounds of the company, is, where the merchandise affected largely comes from other States, an interference with interstate commerce, and, if not based on considerations of public health, or intended to prevent the crowding and obstruction of streets and public places, but solely to hinder competition between non-resident shippers and resident licensed dealers in the same line, is unconstitutional and void: *Spellman v. City of New Orleans*, U. S. C. Ct. E. D. La., February 5, 1891.

LIMITATION.

State Statute of Limitations, cannot be pleaded in bar of an action in a Federal Court for the infringement of letters patent: *McGinnis v. Erie Co.*, U. S. C. Ct. W. D. Pa., December 29, 1890.

Twenty-one years' adverse possession, in Colorado, does not bar an action of ejectment by the owner of the fee-simple title: *Latta v. Clifford*, U. S. C. Ct. D. Col., January, 1891.

MASTER AND SERVANT.

Combination by trades union to boycott a newspaper for refusing to unionize its office is unlawful, and the publication and circulation of posters, hand-bills, circulars and other printed matter in furtherance of such a combination will be enjoined by a court of equity: *Casey v. Cincinnati Typographical Union, No. 3*, U. S. C. Ct. S. D. Ohio, January 31, 1891.

MORTGAGES.

Indorsement of mortgage notes by the mortgagee, coupled with delivery, will operate as an assignment of the mortgage to the holder of the notes: *Converse v. Michigan Dairy Co.*, U. S. C. Ct. W. D. Mich., February 12, 1891.

POSTAL LAWS.

Obscene matter, within the meaning of the postal laws, is such matter as is offensive to the common sense of decency and modesty of the community and of such a character as to deprave and corrupt those whose minds are open to such immoral influences; where such matter is contained in a newspaper intended for miscellaneous circulation, it is no defense to a prosecution under the United States Statute, that the publisher had a laudable purpose in view and was actuated by no criminal intent: *United States v. Harmon*, U. S. D. Ct. D. Kan., March, 1891.

STATUTE OF FRAUDS.

Memorandum sufficient to satisfy the Statute may be composed of several writings, and therefore a receipt for part payment of the purchase money of land not described, a deed defectively acknowledged under the Statute of Pennsylvania, by the vendor, a married woman, and a letter pointing out the defect and sending a deed with a proper acknowledgment, together constitute a sufficient *memorandum* to sustain an action for the balance of the purchase money: *Bayne et al. v. Wiggins et ux.*, S. Ct. U. S., March 16, 1891.

TRADE MARKS.

Letters "LL," as applied to sheetings, will not be protected as a trade mark, as those letters have been generally understood by different manufacturers for many years as signifying a particular grade or quality of sheetings: *Lawrence Mfg. Co. v. Tennessee Mfg. Co.*, S. Ct. U. S., March 2, 1891.

Name of city where an article is manufactured, cannot be appropriated as a trade mark to designate such article: *New York & R. Cement Co. v. Copley Cement Co.*, U. S. C. Ct. E. D. Pa., February 13, 1891.

UNITED STATES COURTS.

Construction or applicability of Constitution or Statutes of United States must be called in question in order to give jurisdiction to the Federal Courts: where a case involves merely questions of fact, or of mixed law and fact, which may be decided by a jury according to the evidence, under the instructions of the Court, the Federal Courts will not take jurisdiction, although the basis of the action may depend upon a United States Statute: *Murray v. Bluebeard Mining Co. Ltd.*, U. S. C. Ct. D. Mont., February 4, 1891.

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