

## ABSTRACTS OF RECENT AMERICAN DECISIONS.

SUPREME COURT OF ILLINOIS.<sup>1</sup>SUPREME COURT OF MASSACHUSETTS.<sup>2</sup>SUPREME COURT OF NEW YORK.<sup>3</sup>

## ABDUCTION.

*Damages in Action for Abduction of Child.*—The plaintiff in an action of tort for the abduction of his minor child, may recover for reasonable expenses incurred in pursuit of the child, although he has offered no evidence that the act of the defendant was malicious: *Rice vs. Nickerson*, 9 Allen.

If in an action of tort for the abduction of the plaintiff's minor child, of nine years old, by forcibly transferring him from the legal custody of the father to the custody of the mother, the plaintiff has offered no evidence that the act of the defendant was malicious, evidence is incompetent in defence, to show that the defendant did not know that he was violating the plaintiff's rights, or that the child assented to his act, and had previously expressed a desire to be with the mother: *Id.*

## AGENT.

*Contract, signed in his own Name—Parol Evidence.*—If a contract is signed "B., by C.," parol evidence is admissible to show that B. was only an agent of A., and thus to charge A. as principal, although there is no intimation in the contract that B. was such agent: *Lerned vs. Johns*, 9 Allen.

*Evidence of Authority.*—Evidence of frequent sales by one person of the property of another, which were known and not objected to, is competent as tending to show that they were made by his permission; and his knowledge of such sales may, in the absence of direct evidence, be inferred from their frequency and amount, coupled with proof of ample means of knowledge: *Bragg vs. Boston and Worcester Railroad Co.*, 9 Allen.

## BANKS.

*National Banks—Right of Directors to remove President.*—Where the articles of association of a National Bank, signed by all the original stockholders, and giving express authority to remove the president, have been transmitted to the Comptroller of the Currency, who has issued circulating notes to the bank, he will be deemed to have approved of the articles, and the directors will have the power to remove the president, even though the bank has never legally adopted any by-laws: *Taylor et al. vs. Hutton et al.*, 43 Barb.

It is not necessary that any by-laws should be adopted, before a president may be chosen or removed, and another appointed in his place: *Id.*

<sup>1</sup> From N. L. Freeman, Esq., Reporter; to appear in 33d Illinois Reports.

<sup>2</sup> From Charles Allen, Esq., Reporter; to appear in Vol. 9 of his Reports.

<sup>3</sup> From Hon. O. L. Barbour, Reporter; to appear in Vol. 43 of his Reports.

Section 11 of the Act of Congress, relative to the National Banks, authorizes the directors to remove the president of a banking association: *Id.*

#### BILLS AND NOTES.

*Fraudulent Inducement to sign—Defence.*—If one has been induced by fraud to give a note, and before its maturity and before discovering the fraud, he, at the request of an innocent indorsee for value, has given in substitution for it a new note, payable to the original payee, he may set up the original fraud in defence to an action by the payee upon the note. Nor will the defendant be precluded from this defence by proof that before the maturity of the original note, and before discovering the fraud, he accepted from the plaintiff a conveyance of property which was made on condition that he should pay all obligations given by him to the plaintiff: *Sawyer vs. Wiswell*, 9 Allen.

#### CERTIORARI.

*Board of Supervisors.*—The office of a writ of *certiorari* is to bring up for review in the superior court the record of an inferior court, or of a tribunal exercising judicial functions. It is not the office of the writ to bring up the proceedings of any other bodies, or classes of public officers: *The People ex rel. Dickinson vs. The Board of Supervisors of Livingston County*, 43 Barb.

A board of supervisors, in passing resolutions to provide for receiving money upon the credit of their county, for the purpose of paying bounties to volunteers into the military or naval service of the United States, under the authority given by the Act of the Legislature, of February 8th 1864, are not acting in a judicial but in a legislative capacity: *Id.*

The Supreme Court can neither affirm nor reverse, or set aside, mere initiatory resolutions, of that character, or make any order in respect to them upon *certiorari*: *Id.*

#### DUE-BILLS.

*Negotiability—Indorsement.*—Where printed instruments in the following form: "Good for 50 cents, H. C. Myers, Secretary," were indorsed by writing on them the initial letters of the maker's name, H. C. M., and by him issued in large numbers for value, to divers persons, from whom they were received by the plaintiff in the usual course of business for goods sold and delivered: *Held*, that the plaintiff had a right to fill up the printed instruments by inserting the words, "to myself or order," after the words "good for 50 cents," and also to fill up the indorsement with a direction to pay the sums mentioned in the instruments to himself: *Held, also*, that the indorsement by initial letters was sufficient to bind the indorser, and that the instruments were due-bills, negotiable under the law of Illinois: *Weston vs. Myers*, 33 Illinois.

#### DOMICIL.

*Declarations as Evidence.*—A man's declarations as to the place of his residence, and his designation thereof in his will, are competent evidence after his death, upon the question of his domicile, at a time shortly after the making of the declarations and of the will: *Wilson vs. Terry*, 9 Allen.