further depreciation in the future.—*London Iron Trade Exchange.*

Recent Legal Decisions.

BANKRUPTCY—WAIVER OF BENEFIT OF DISCHARGE.—The Supreme Court of Pennsylvania held, in May vs. Merchants' and Mechanics' Bank, that it was contrary to public policy to permit a debtor at the time of entering into a contract to agree to waive the benefit of a discharge in bankruptcy which might be thereafter granted. The bankrupt act, the court said, was intended for the good of the community rather than that of the individual directly concerned, and that therefore it was not proper that he should be allowed to neutralize its provisions by making such a waiver.

CONTRACTS OF SALE—DEFECTIVE MERCHANDISE DECISION.—A shoe manufacturer, purchased a lot of leather in which there was a latent defect not disclosed to him till a part of it was manufactured into shoes and put to the test of actual wear. The Supreme Court of Maine held (Downing vs. Dearborn, reported in Albany *Law Journal*), that the manufacturer could then return so much of the leather as was unmanufactured and have credit for the same, especially as it had been customary between the parties for him to receive credit for leather returned at various times that was not suitable for use.

MUNICIPAL BONDS—HELD VOID—CORPORATE PURPOSE.—Where bonds a city were issued under an ordinance submitted to a vote of the people and adopted thereby, which authorized the mayor to borrow in the name of the city the sum of $60,000 "for the use of the said city, to be expended in developing the natural advantages of the city for manufacturing purposes," and provided for the issue of bonds therefor, and the bonds, when issued, were given to an agent of a private corporation to be by him expended in the improvement of the water power upon certain rivers within the city, and he negotiated the same to a person then residing in the city, the Supreme Court of Illinois held (Mather vs. The City of Ottawa), that the bonds so issued were void for want of power in the corporte authorities to issue the same.

ASSIGNMENT—NOTE—RELEASE.—The assignee of a note, after he had brought suit against the maker, and had attached ample property to pay the debt, entered into a contract with the maker, without the knowledge or consent of the assignor, whereby, in consideration of part payment, he not only agreed to dismiss the action, but bound himself that no suit should be brought on the assigned claim for two months from that date, and that he would make no further claim against the maker until all of the maker's other creditors had been paid a certain per cent. of their claims. The Kentucky Court of Appeals held (Motch vs. Hill) that this was a new and distinct contract, which relieved the assignor, and that the note having been assigned in payment of a tract of land purchased by the assignor from the assignee, the lien retained by the assignee, the vendor, was lost.

DELIVERY BY CARRIER—DELAY—MEASURE OF DAMAGES.—The measure of damages against a carrier when he fails to deliver goods in a reasonable time, in the absence of special contract, is the difference between the market value of these goods when actually delivered and their value if delivered in a reasonable time. So held by the Supreme Court of Georgia in the case of The Columbus & Eastern Railway vs. Flournoy et al., decided Nov 17. The court held in this case that the question whether goods shipped are delivered by the carrier within a reasonable time is a question of fact for the jury, and depends on the facts of each case, including the time ordinarily required for carriage between the two points, the preparations made by the carrier, whether ample or not, the effort at dispatch, the information given to the shipper of peculiar reasons for speedy transit and delivery, the character of the freight, and kindred circumstances.

LESSOR AND LESSEE—FIRE—LIABILITY FOR RENT.—Under a lease when provided for a suspension of rent until any damage by fire which might occur should be repaired, the lessor and lessee agreed, as to a fire which took place near the end of the term, that the former should contribute the insurance money toward rebuilding, provided the latter made beneficial alterations in the new erection. The Supreme Court of Pennsylvania held that this agreement was sufficient to enable the lessor to exact rent from the time that the place was again put into working order, although part of the premises were not restored, and further, that the tenant, by holding over, as he did, for a period of several years, after the end of the term, became *ipso facto* bound to pay the rent provided by the lease in such case, without regard to the unrepaired condition of the premises or the effect of the agreement as to rebuilding. Betz vs. Delbert, reported in the Philadelphia *Legal Intelligence*

INFRINGEMENT OF PATENT — CELLULOID COMBS.—The case of the Celluloid Manufacturing Company et al. vs. Noyes et al. was a suit for an infringement of letters patent granted in 1880 to one Booth for an improvement in the manufacture of combs from celluloid and analogous material. The device consisted in the application of a stream or jet of water to or near the saw while the teeth of the comb were being cut. The United States Circuit Court for the District of Massachusetts dismissed the bill for want of novelty. Colt, J., said: The use of water upon a saw or cutting-tool to lubricate it, diminishing friction and consequent heat, is old. It has been used in making combs, rings, piano-keys and numerous other articles out of ivory, mother-of-pearl, rubber and other materials, and it also appears that it has been previously applied to sawing knife-handles of celluloid. In view of the well-known and common use of water upon a cutting-tool, we must hold this patent void for want of invention. In dealing with a material of the character of celluloid the use of water upon the saw would seem to suggest itself to the most ordinary mechanic.

MERCANTILE AGENCIES — LIBEL — PARTICULARS OF PUBLICATION.—In the case of Smith vs. Dun et al., a suit brought against the proprietors of a mercantile agency for libel, Judge Morris, of the United States District Court at Baltimore, required the plaintiff to furnish a bill of particulars as to when, how and to whom the alleged libelous publication was made. This rule, as will be seen, makes it necessary for the person suing to disclose the name of the subscriber furnishing the information.

THE LAW AS TO "FUTURES."—The following statement of the law regarding sales of property for future delivery was made by the Louisiana Supreme Court in the case of Connor et al. vs. Robertson: 1. Sales of property for future delivery, with the bona fide intention and obligation to make actual delivery, are lawful contracts; but, if under the form of such a contract the real intent be merely to speculate on the rise and fall in prices and the goods are not to be delivered, but the contract to be settled on the basis of difference in price, the contract is a wager and is non-actionable. 2. In order to effect the contract the alleged illegal intent must have been mutual, and such intent by one party, not concurred in by the other, will not avail. 3. The law presumes lawful purpose until the contrary is proved, and when one party charges illegal intent, the burden of proof is imposed upon him. 4. The validity of the contract depends upon the state of things existing at its date, and is not affected by subsequent agreements under which the parties voluntarily assent to a settlement on the basis of differences. 5. The mere fact that at the date of his contract the vendor had not the goods and had made no arrangements for obtaining them, and had no expectation of receiving them unless by subsequent purchase, does not suffice to impair the contract. The contrary doctrine once announced is now thoroughly overruled. 6. It follows that the failure to identify the particular goods sold does not affect the matter, because the sale is not of ascertained articles, but of articles of a designated kind, quantity to be selected thereafter, which is a lawful contract when the obligations are reciprocal.

LIABILITY OF BANK—DEPOSIT—CONVERSION.—The owner of money entrusted the same to his employer to deposit for him in a bank at interest, and the employer made the deposit in his own name, the bank knowing whose money it was at the time. The employer afterwards endorsed the certificate to the owner, who deposited the same in a safe to which his employer had access, but gave no notice to the bank until after his employer had taken the same and had drawn the money thereon and had it placed to his personal account. He did then inform the bank of his rights, but afterwards he treated the transaction as a loan to his employer for over three years, expecting him to secure the same, during which time he made no claim on the bank. The Supreme Court of Illinois held (Dewar vs. The Bank of Montreal), that under the facts the owner of the money so deposited could not maintain an action of trover against the bank for a conversion of the money, for the reason that he had by his acts clothed his employer with an apparent ownership or control of the money, and had acquiesced in the payment of the money to him for so long a time and treated the transaction as a loan to his principal.—*Bradstreets.*