

Recent Legal Decisions.

PARTNERSHIP—POWER TO SELL FIRM PROPERTY.—According to the decision of the Supreme Court of Iowa in the case of Hunter vs. Wayneck, one partner has no power to sell the whole firm property without consultation without consent of his absent copartner, where the latter can be easily communicated with by mail or telegraph.

RAILROAD FREIGHT RATES—EXCESS WAIVER.—In a late case where it appeared that a shipper of goods by railroad had for thirteen years paid excessive rates of freight without objection the New York Court of Appeals held (Kilmer vs. New York Central and Hudson River Railway Company) that the shipper could not recover the excess. The court said: "The common law duty [of the part of railroad companies] does not preclude special contracts between railroad corporations and shippers regulating the freight charges; and where, as in this case, freight has been carried for a long course of years at the schedule price, the shipper making no objection and no inquiry as to the reasonableness of the charge and where it was his interest to object if the charge was unreasonable, he must, we think, be deemed to have assented to the charge as reasonable and to have voluntarily waived any objection thereto. At least the receipt by the company of the freight at the tariff rate under such circumstances has no element of extortion."

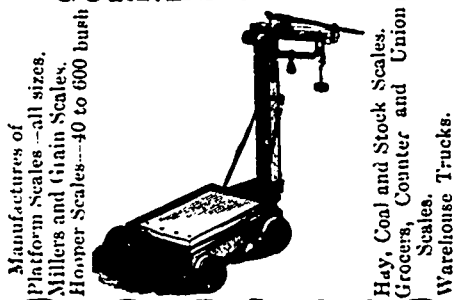
CONTRACT -- STIPULATION -- WARRANTY. — Where one party agreed to put into a building owned by another an elevator "warranted satisfactory in every respect," the Supreme Court of Pennsylvania held (Singerly vs. Thayer) that the stipulation meant satisfactory to the purchaser, and that unless it was satisfactory to him he need not accept it. The court said: "The proposition was made to induce him (the purchaser) to purchase a kind of elevator not in general use. The fair inference is that he desired to procure one that would be satisfactory to himself. The manifest import and meaning of the language used is that it should be satisfactory to him. This then was the agreement. To him alone was the proposition made. It would not have been any clearer had it read warranted satisfactory to you in every respect. He, therefore, was the person to decide and to declare whether it was satisfactory. He did not agree to accept what might be satisfactory to others, but what was satisfactory to himself. This was a fact which the contract gave him the right to decide. He was the person negotiating for its purchase. He was the person to test it and to use it. No other persons could intelligently determine whether in every respect he was satisfied therewith.—Bradstreet's

The Rapid City cheese factory, according to the report of the secretary treasurer, did a satisfactory business last year. In was in operation 92 days from June 6th to September 21. Number of patrons, 32; milk received, 176,131 lbs.; cheese made, 17,825 lbs.; average amount of milk required to make one pound of cheese, 9.88; and the September average was 9 lbs.; amount realized from sale of cheese, \$1,341.01, or 10 3/4 cents per lb.; expenses, exclusive of drawing milk, \$472.24. The cost of drawing the milk was 14.3 cents per 100 pounds in town, and 15.8 cents in the country.

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