

Personal Knowledge.

Hidden or occult knowledge might have been once a part of the paraphernalia in which scientists dressed their discoveries, and inventors concealed their improvements. But occult knowledge is not a thing of the past, even in these days of mechanical exactness and experimental demonstration. It is possible for a workman to hold some method or process so securely that, even if willing, he may find it difficult to impart it to a learner. This statement does not refer to "tricks in the trade," which are mere mountebank pretensions, but to real knowledge of absolute value that cannot be readily imparted. When a man is found who possesses this knowledge in any department of mechanics, he is a valuable man; what he knows on his own specialty he knows thoroughly. There can be no question that Cicero's statement, "Poeta nascitur, non fit," is an absolute truism when applied to some workers in mechanics—they are not made, but they are born mechanics.

Illustrations of this fact are probably familiar with many experienced and elderly mechanics. There is a tool-maker in an extensive establishment, in which coiled springs of steel-wire are largely used. The springs are wound from the annealed wire, and after being completed are hardened and tempered. Some of them are "open" and some are "close" springs. Out of 22,000 springs, of which an account was kept in consecutive workings, only six springs failed the severe trial test. The temperer was unwell and out for eight working days, and of the springs hardened and tempered by his assistant, who had a year's instruction, less than one-half passed the test. In this case the writer had reason to know that the temperer had used his best endeavor to have his assistant his ultimate successor. Some lack of sensible impression made by heat and color on feeling or on sight must have been the cause of the difference between the result of the assistant's work and that of his teacher.

There is an old machinist now living, but superannuated, who was famous in his day for his superior hand-made edge-tools. A pocket-knife with a restored blade of his workmanship was doubled in value because he had made it. This was before the manufacture of cutlery had been attempted in this country. His two sons succeed him, but they have never been able to equal their father in this direction.

At a large manufactory of sword-blades for army purposes, masonic and other regalia, one man has tempered them for many years. Although he has been engaged in other business for years, he is called whenever a batch of blades are to be tempered. Although he is willing to impart verbal instruction and help a learner, he has never had a pupil to equal him.

There is a large scythe manufactory in a New England town, making 14,000 dozen scythes a year, and the president of the company has for years hardened and tempered every scythe that leaves the works, because no other man in the works can do so well.—*Scientific American*.

Contracts by Telephone.

The Kentucky Supreme Court has decided that contracts made by telephone shall be valid if their transmission can be established by satisfactory testimony. In the case decided one Kuykendall, of Morgantown, and one Sullivan, of Bowling Green, made a contract by telephonic conversation with each other. The telephone operator, for some reason, carried on the conversation for Kuykendall and testified to portions of the agreement, but had forgotten some portions of it. Other witnesses in the telephone station testified to the terms of the contract. The court held that such a contract was equivalent to one made through an interpreter, when the parties to it could not understand the language spoken by each other. One Judge dissented from the opinion. This is a leading case, as it is the first litigation of the kind that has been carried to a court of last resort. *Chicago Journal of Commerce*

Rapid Communication.

Incredible stories have long had currency as to the rapidity with which communication can be made without the aid of the electric telegraph. Asiatics are credited with the ability to expedite news with an accuracy and a celerity that leave the most carefully devised mail agencies of their European invaders hopelessly beaten, and yet up to the present time no one has revealed the use or employment by Asiatics of special means of correspondence. It does not appear that carrier pigeons are employed by them to convey intelligence; nor are foot messengers so remarkably swift as to excel records familiar in Europe and America. If the means are narrowed down to swift dromedaries or horses, we get at some definite idea as to the ground that can be covered in a day by special couriers; and if we allow two hundred and fifty miles a day, it will be seen that the rate at which news travels in the East is not far in excess of that at which the contestants traveled in the roller skating contest in this city recently. The French government have been making experiments in Algeria with the view of obtaining data on this interesting and important subject, and it is said that they got a speed with couriers of not quite two hundred and fifty miles to the day. We have grave doubts as to the trustworthiness of the tales now afloat about the rapid transmission of news in Egypt by the Arabs during the present war. Any one who has lived in the east or in the tropical regions knows that the merest peasant or laborer there can outdo any Western reporter in exaggeration, and that it is only with the utmost difficulty that precise information on any subject can be obtained. The government of India may have been second in getting news at the time of the native rebellion, and the news from Egypt may have reached Mecca or Alexandria before it was given to London; but the Asiatic governments, which ought to know something about the matter, are all getting the electric telegraph as quickly as they can, for themselves, if not for their people.—*Electrical World*.

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Recent Legal Decisions.

FRAUDULENT CONVEYANCE—PRESUMPTION.—In the case of *Walsh vs. Ketchum*, decided on February 16, the Supreme Court of Missouri held that a voluntary conveyance made by one who is in debt is only presumptively fraudulent, and that the presumption may be rebutted, but that if no evidence is given to show that the donor had ample means to meet his liabilities, then the transfer must be deemed void as against creditors.

STATUTE OF LIMITATIONS—AGREEMENT WITHOUT CONSIDERATION.—An agreement or promise, made without a consideration, to postpone or extend the time of payment of a debt or demand is void, and does not therefore prevent the running of the statute against the right of the creditor to maintain an action thereon. *Green vs. the Coos Bay Wagon Road Company*, decided by the United States Circuit Court for the District of Oregon.

CONSTITUTIONAL LAW—TRIAL BY JURY.—A law of the Territory of Montana rendering railroad companies liable for cattle killed by them at a value to be determined by appraisal, which appraisal was made conclusive evidence of such value, was recently held unconstitutional by the Supreme Court of Montana, as depriving the companies of the right to trial by jury guaranteed by the Constitution of the United States, *Graves vs. Northern Pacific Railroad Company*.

EXTRADITION—NON-EXTRADITABLE CRIME.—Under the treaty of 1842 between the United States and Great Britain, an extradited fugitive may be held by the receiving government on his prior conviction and sentence for a non-extraditable crime, and in the tribunals of his own country the surrendered fugitive cannot question the good faith of the extradition proceedings. So held by the United States Circuit Court for the Western District of Pennsylvania, in the matter of *Miller*, decided February 18. The court declared that it was due that an offender could acquire no rights against the claims of justice by flight to a foreign jurisdiction.

MORTGAGE—DEBT—PAYMENT.—Where the records show the existence of a mortgage on real estate, to secure a negotiable debt not yet due, a purchaser of the land who makes no payment of the debt to the mortgagee without requiring the production of the mortgage or other proper evidence of the authority to satisfy the record, is guilty of carelessness, and makes the payment at his peril. So held by the United States Circuit Court for the District of Kansas, in the case of *Wardle vs. Bonelan et al.*, decided March 13. The Court declared that the mortgage was but an incident to the debt partaking of its negotiability, and that the party purchasing the land and seeking to remove the incumbrance was obliged to take care that he made payment to the proper party.

FIRE INSURANCE—"VACANT" PREMISES.—Where the owner of a dwelling, who after the tenant has vacated the premises moves his furniture into and cleans up the house with the intention of making it his residence, but at that time does not actually occupy it and subsequently leaves it temporarily on lease