

tended to remain. Afterwards they came to Illinois, where the husband acquired property, and the wife died. *Held*, that her heirs could claim nothing under the contract.—*Besse v. Pellochoux*, 73 Ill. 285.

3. By the law of New Brunswick, usurious contracts are utterly void, and the lender forfeits principal and interest. A promissory note, bearing lawful interest, was made in that Province, and secured by mortgage of land in Maine. After the money was due, illegal interest was exacted for forbearance to require payment. In a suit to foreclose, *held*, that the mortgagor could not avoid the mortgage, nor reduce the amount due on it by setting off the extra interest paid.—*Lindsay v. Hill*, 66 Me. 212.

*Consideration*.—A gratuitous subscription, to promote the objects for which a corporation is established, cannot be enforced unless the promisee has, in reliance on the promise sued on, done something, or incurred some liability; and it is not sufficient that others were led to subscribe by the subscription sought to be enforced.—*Cottage Street Church v. Kendall*, 121 Mass. 528. See *Low v. Foss*, *ib.* 531.

*Corporation*.—1. Where a new corporation is formed by consolidating several existing corporations, "with all the powers, privileges, and immunities of each," it has only such powers, privileges, and immunities as were common to all, and not such as some had and others had not.—*State v. Maine Central R. R. Co.*, 66 Me. 488.

2. A company was incorporated to protect property from fire. *Held*, that the property of the company was held to charitable uses.—*Bethlehem v. Perseverance Fire Co.*, 81 Penn. St. 445.

3. The new Constitution of Pennsylvania provides that at corporation elections of directors or managers, each member may cast all his votes for one candidate or distribute them among several candidates, as he may prefer; which is construed by the Courts to mean that any stockholder may cast all the votes which his stock represents, multiplied by the number of directors to be chosen, for a single candidate, if he will. *Held*, that this provision did not apply to a corporation whose charter, granted before the constitution, provided that each

share should entitle the holder to one vote.—*Hays v. Commonwealth*, 82 Penn. St. 518.

4. An act of the legislature of South Carolina passed during the war, incorporating a company for the purpose of running the blockade, *held*, to be wholly unlawful and void, and to confer no power on the company to sue for any cause of action.—*Chicora Co. v. Crews*, 6 S. C. 243.

*Damages*.—1. Where one is bound in a certain sum not to carry on a trade within certain limits of time and place, the sum named is, as a rule, liquidated damages and not a penalty.—*Hobbrook v. Tobey*, 66 Me. 410.

2. Action against a carrier for breach of his contract to carry salt by water to a market. *Held*, that the measure of damages was the excess of the value of the salt at the market at the time when it should have arrived, beyond its value at the point of departure and the expense of transportation as agreed; and that the extra expense of transporting it by land was not recoverable.—*Ward's Central & Pacific Lake Co. v. Elkins*, 34 Mich. 439.

3. Exemplary damages cannot be recovered against a railroad corporation for the tort of its agent, unless the corporation ratified the wrongful act, or was negligent in having such an agent.—*Hays v. Houston & Gt. Northern R.R. Co.*, 46 Tex. 272.

*Deed*.—A mortgage of a married woman's land named her alone as grantor, and purported to be executed by her alone; but was in fact signed, sealed, and acknowledged by her husband also. *Held*, that it was his deed as well as hers, and so valid.—*Thompson v. Lourein*, 82 Penn. St. 432.

*Demurrer*.—Defects in a writ or its return cannot be taken advantage of on demurrer.—*Smith v. Dexter*, 121 Mass. 597.

#### GENERAL NOTES.

—The London *Standard* thus speaks of the bar in Russia:—"The bar is far behind in its standard of professional honor and dignity. A system obtains of bargaining with the client for payment by results. Indeed, the bar in Russia is mercenary and rapacious. The barrister regulates his fee in much the same way as an advertising quack doctor would do, and carries on his work in the lowest commercial spirit."