

to it, the agent of the depositor, who may at any moment revoke the agency and reclaim the deposit; and even where the bank has permitted the depositor to draw against such deposit, this does not destroy the agency and divest such depositor of his title.—*La. Ice Co. v. State Nat. Bank*, p. 181.

5. An employer continuing an employee in his service, after learning of negligence or misconduct on the part of the latter, is estopped from subsequently complaining.—*Marshal v. Sims*, p. 223.

*Appeal*.—Where a firm and its members are sued and condemned *in solido*, the appeal of the firm brings up the entire case, and avails the members.—*Marshal v. Sims*, p. 223.

*Bank*.—The certification of a check is equivalent to the acceptance of a bill—the check standing on the same footing as an accepted bill.—*La. Ice Co. v. State Nat. Bank*, p. 181.

*Bills and Notes*.—1. The acceptor of a commercial draft or bill of exchange guarantees the signature and the right of the drawer to draw the same.—*Agnel v. Ellis*, p. 57.

2. One sued upon his own promissory note cannot impeach the title of the holder, until he has shown his interest in such an issue.—*Carroll v. Peters*, p. 88.

*Common carrier*.—1. Tow boats are common carriers.—*Wood v. Harbor Protection Co.*, p. 121.

2. In case of collision between a vessel moored and one in motion, the presumption is against the latter.—*Ib.*

*Costs*.—Where in a former litigation, a party has had judgment for his costs, he cannot sue again for such costs.—*Levy v. Flash*, p. 124.

*Default*.—1. A putting in default is not necessary where the party owing compliance is unable to perform, or where, on demand, he refuses absolutely to comply or seeks to impose conditions foreign to the contract.—*Alford v. Tiblier*, p. 151.

2. A suit to rescind a transaction must be preceded by a tender of restitution; such as, if accepted, would restore all parties to the condition they were in before such transaction.—*Adams v. Moulton*, p. 210.

*Garnishment*.—Where a garnishee answers without reservation, he cannot subsequently complain of insufficiency of notice or of information.—*Carroll v. Wallace*, p. 316.

*Lease*.—Where the true condition of rented premises can be readily observed at the time of leasing, the tenant cannot subsequently complain of a defect in the drainage.—*Lorenzen v. Woods*, p. 373.

*Obligations, Interpelation of*.—1. Where a party has for years been employed by another, during which time his salary has been several times increased, and throughout board has been considered as included, without special stipulation to that effect, the former has the right, in subsequent negotiations, to consider his board as still included; and if the employer contemplates a change in this regard, it is incumbent on him to mention the fact.—*Godbold v. Harrison*, p. 31.

2. Where defendants purchased 200 casks of seltzer water, packed in Prussia, each cask of 100 stone jugs, and it is shown that such casks cannot be transported without some breakage of jugs: *held*, that these circumstances entered into the contract, and where the actual breakage is not beyond what is usual, the vendee cannot demand a rescission.—*Hays v. Smith*, p. 193.

3. A party cannot demand the partial rescission of a contract.—*Marshal v. Sims*, p. 223.

4. A contract for the sale of cotton futures where neither delivery nor payment of price is contemplated, but only an adjustment of differences, is aleatory and void. The intent to wager may be implied, and circumstantial evidence is admissible to show its character.—*Succession of Condor*, p. 351.

*Parent and Child*.—The father is liable for damages occasioned by his minor child residing with him, or placed by him with other persons.—*Marrionaux v. Brugier*, p. 257.

*Railroad*.—Where a citizen cannot prevent the application of the public streets, by lawful authority, to the use of a railroad for right of way, etc., he may insist that such streets be used in a manner least injurious to him.—*Laviosa v. Railroad*, p. 299.

*Society*.—Where an "unauthorised corporation," or "private society," is organized for the purpose of creating a common fund and providing a common tomb, and the members are to receive, in return for dues and fees, relief and treatment during illness, burial at death, and certain specified assistance to their widows and orphans when these last are left in necessitous circumstances: *held*, that the death of a member does not dissolve the association. The interest of a member in the assets, etc., of such a society, lapses with his death, and does not pass to his heirs.—*Sociedad v. Docurro*, p. 218.