Recent Legal Decisions.

CORPORATION—STOCKHOLDER'S MEETING—MAJORITY VOTE.—According to the decision of the Supreme Court of Minnesota in the case of Martin et al vs. Chute et al., a majority of the votes cast at a valid stockholders meeting prevails where the charter and by-laws are silent on the subject, even though only a minority of the stock is represented.

STATUTORY CONSTRUCTION—MEANING OF "MANUFACTURER."—A company printing and publishing a newspaper is not a "manufacturer," though one doing the business of job printing, engraving or electrotyping is, according to the decision of the New Jersey Supreme Court in the case of The Evening Journal Association vs. State Board of Assessors.

INFRINGEMENT OF PATENT—DAMAGES.—In an action brought for the infringement of a patent for a design for carpets no profits were found to have been made by the defendant, but the Circuit Court, in which the action was tried, allowed to the plaintiff as damages for every yard of carpets made upon the design in question a sum equal to the profit made by the plaintiff in making and selling carpets with the patented design. The Supreme Court of the United States held that this award of damages was improper, and that only nominal damages should be allowed, there being no evidence as to the value imparted to the carpet by the design. Dobson vs. Hartford Carpet Company.

RAILWAY COMPANY — ACCIDENT — NEGLIGENCE.—In the case of Kellow vs. The Central Iowa Railway Company, decided by the Supreme Court of Iowa, it appeared that the defendant stopped one of its passenger trains at Mason City Junction, and, for convenience in transferring baggage, the baggage car was stopped in front of the baggage room of the depot, so that the rear passenger car was left standing over a cross-track of the Chicago, Milwaukee & St. Paul Railroad Company. In moving certain freight cars out of the way of engine, the employees of the latter road pushed the cars on the cross-track, and some of them being heavily loaded, broke loose and ran down the grade into the passenger car of the Central, threw it from the track, turned it over, and fatally injured the plaintiff's intestate, a passenger therein. The court held that the Central Company was guilty of negligence and liable for the injury.

STOPPAGE IN TRANSIT—TITLE—DUPLICATE BILL OF LADING.—On February 6, 1884, a tobacco merchant sold to one of his customers twenty-five hogsheads of tobacco, and shipped them by rail to him, taking two bills of lading, one marked "original" and the other "duplicate." The "duplicate" bill of lading and invoice were transmitted to the consignee, and the "original" was attached to a sixty-day draft drawn by the consignor on the consignee, and sent through a bank for acceptance. The consignee, on receipt of the "duplicate," transferred it by indorsement to one Castanola, with whom he had contracted to sell the tobacco, and received payment therefor, and on presentation of the "original" and draft the next day, refused to accept the draft, and it was returned to the consignor. On February 24, 1884, the consignee failed, and the consignor ordered the goods, then in transit, to be stopped. On February 27 and 29, 1884, Castanola demanded the goods of the railroad company, and was informed that they had been stopped in transit by the consignor, and shipped back to him, whereupon Castanola sued the company to recover the value of the goods, claiming to be an innocent purchaser for value. The United States District Court for the western District of Texas held (1) that the transfer of the "duplicate" bill of lading for value did not carry with it necessarily the title to the goods; and (2) that the plaintiff, Castanola, had noticed before he paid for the goods, which should have put him on inquiry as to what disposition had been made of the "original" bill of lading, and therefore did not acquire a legal title to the goods that would defeat the right of the consignor to stop them in transit. Castanola vs. Missouri Pacific Railway Company.

USURY INTERSTATE LAW—MONEY-LOANING COMPANIES.—Judge Gresham, of the United States Circuit Court, rendered a decision of interest to money-loaning companies carrying on an interstate business in the case of the United States Mortgage Company vs. Sperry, decided at Chicago on the 12th inst. The case arose upon a bill filed by the Mortgage Company to foreclose three mortgages given by Sperry and his successor as guardians of the Kingsbury estate, aggregating $340,000, all secured on the property of the estate and running at 10 per cent. interest. In deciding the case Judge Gresham said there were two questions raised: First, as to whether the (Illinois) County Court had power to authorize the execution of mortgages to secure money borrowed for making repairs and rebuilding; and, secondly, whether the United States Mortgage Company could demand 10 per cent. interest, it being a corporation of New York, where 7 per cent. was the legal rate. Judge Gresham decided both questions in the affirmative. He said that the Mortgage Company was organized in 1871, under a charter which provided that no loan should be made at a rate of interest exceeding legal rate, and it was claimed by the defense that the company should not demand more than 7 per cent. interest, which was the legal rate when the mortgages were executed. Usury laws, the judge held, were local, having no extra-territorial effect, and each state might be safely trusted to determine what was a just compensation for the use of money within its own territorial limits, and to protect its own citizens against avarice. The people of Illinois did not need the protection of the laws of New York in that respect, and it could not be assumed, without the most explicit expressions, that the New York Legislature undertook to afford protection to citizens of Illinois, or to prevent one of its own corporations from employing its capital in other states on terms less favorable than the laws of such other states allowed as just. It was for the State of New York to deal with the company if it had violated its charter, and even if such violation had occurred that did not excuse the mortgagors from performing their part of a contract the benefit of which they had enjoyed. He therefore ordered a decree to be entered in favor of the company.—*Bradstreet's.*

A Commercial Language.

Several years ago a Swiss by the name of Schleyer invented a language which should serve as the medium of commercial intercourse for all business nations. This language he named Volapuk. It is stated by a French journal that in the last four years the Volapuk language has received the support of fifty-three societies in England, Germany, Austria, Sweeden, Holland and the United States. Grammars, dictionaries and reviews are also being circulated. Experiments have also been made which indicate that the language is easy to acquire.—*The American Stationer*

Hoggishness.

The *Mississippi Valley Lumberman*, in a recent issue, thus expresses itself in regard to the St. P. M. & M. road: "The Manitoba management have certainly adhered to their original policy adopted at the start of taking in all there was in sight or at least making a grab at it. They are entitled to great credit for consistency if nothing else. We are led to these remarks by the fact that the lumber trade of this city which has furnished this line with a large share of its business here, has always been the special target of this company. The special point is the extra charges for handling and transfer of its own cars. If a lumberman wants a side track and calls for cars on this line, it costs $2 per car to get the switching done. This has resulted in the establishment of nearly all the planing mill, sash and door establishments, etc., on the other lines within the city. This line has evidently tried to bite off more than it could chew. The same policy some years ago made the wheat millers of the city take the transfer business, (which by right of priority ought to have gone to the Manitoba) into their own hands, and they organized a company and run their own business. It is a great misfortune that the lumbermen are not in a position to follow the example of the wheat millers. Still there is room on the other lines for all the great industries which are springing up in this city, and there is no law compelling any of them to locate on the line of the Manitoba, and its a safe bet they will not do so.

Ferdinard Ward's Testimony.

Ferdinard Ward the young Napoleon of finance gave some interesting testimony before the Supreme Court this week, although he did not throw much new light on the Grant & Ward mystery, is evident that he had an accomplice in his swindling operations, but that worthy personage seems to have vanished into thin air, and at this time of day it seems hardly probable that the city authorities will go to any trouble to produce him before court. Ward denied in the most positive manner that he had any share in the; lundering transactions of the firm; he states that Warner received everything that was worth taking, and that he himself merely worked for benevolent purposes. No rational person will put any faith in this statement. The Grant family have lost all the money they possessed and large sums belonging to others, and it is most unlikely that an insignificent petty broker, without any reputation as War-