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## DECISIONS IN COMMERCIAL LAW.

**UNITED LINES TELEGRAPH CO. v. BOSTON SAFE AND DEPOSIT AND TRUST CO.**—Where a telegraph company agreed with another telegraph company that the latter should construct and deliver to the former a telegraph line between two certain points, for which the former agreed to issue and deliver to the latter its first mortgage bonds, secured by mortgage on its franchise and property, such telegraph line upon being built becomes the property of the former company, and is subject to such mortgage when executed, where such line was agreed to be part of the security for the bond and is covered by the terms of the mortgage. According to the Supreme Court of the United States, no further delivery to a telegraph company of a line of telegraph is practicable or requisite than by connection with the system of telegraph lines of that company and using it as a part of that system. The bondholders of a company, who are simply its creditors, and who become such after an agreement has been made by it, are bound by the agreement, if within the scope of its corporate powers. The after acquired property of a company described in its mortgage given to secure its bonds, becomes subject to such mortgage as fast as it is acquired.

**LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY v. PRENTICE.**—The Supreme Court of the United States decides that a railroad corporation cannot be charged with punitive or exemplary damages for the illegal, wanton, and oppressive conduct of a conductor of one of its trains towards a passenger. In actions of tort the jury, in addition to compensation for the injury, may award exemplary, punitive or vindictive damages, sometimes called smart money, if the defendant has acted wantonly, oppressively or maliciously. Exemplary or punitive damages can only be awarded against one who has participated in the offence. A principal, though liable to make compensation for injuries done by his agent within the scope of his employment, is not liable for exemplary or punitive damages merely by reason of wanton, oppressive or malicious intent on the part of the agent. Punitive or vindictive damages, or smart money, are not to be allowed as against the principal unless the principal participated in the wrongful act of the agent, expressly or impliedly by his conduct authorizing it or approving it either before or after it was committed.

**MILES v. CONNECTICUT LIFE INSURANCE COMPANY.**—Where a policy of life insurance is surrendered by an agent of the insured without authority and a new one taken out for a smaller amount, this surrender is not binding upon the assured, and she can afterwards recover upon the original policy; but yet, not unless she has kept up the payments of the premium on it, says the Supreme Court of the United States. Where a policy of life insurance was obtained by one on his life for the benefit of his wife, and he being unable to pay the premium, released a part of the policy and took a policy for a lesser amount, applying the sum allowed for such release to the payment of the premium on the remaining amount, and again not being able to pay the premium on the new policy, surrendered the same and received a paid-up policy for a portion of the amount payable to his wife, which release and surrender were without her authority, the wife can subsequently on the death of the husband, recover of the company on the first policy, but not unless she has kept up the payments of the premium on it.

**AERKFETS v. HUMPHREYS.**—It is held by the Supreme Court of the United States that the person in charge of a switch engine in a railroad yard, used for the purpose of moving cars, has a right to act on the belief that the various employees in the yard, familiar with the continuous recurring movement of the cars, will take reasonable precaution against their approach, particularly where the cars are moving so slowly that ordinary attention on their part would enable them to avoid them. A railroad company is not guilty of negligence as against an employee in moving its cars by a switch engine in its yard slowly, and without sending a man in front of the cars to give notice to employees of their approach.

**PHARMACEUTICAL SOCIETY v. PIPER.**—This was an action for selling an article containing a scheduled poison in breach of the Pharmacy Act. The defendants were grocers and had sold a bottle of proprietary medicine called chlorodyne in the ordinary course of their business. The medicine contained a certain quantity of morphine, the active principle of opium, one of the poisons mentioned in the schedule to the Act, and it was held by the English Court of Appeal that the sale was a breach of the Act and subjected the defendants to the penalty thereby imposed. The court also decided that a "patent medicine" is one that is the subject of letters patent and does not include merely proprietary medicines, which are not the subject of letters patent.

**WALLIS v. HAND.**—This case decides a question of interest, as to the effect of a new lease in possession, made with the oral assent of the tenant in possession under a prior subsisting lease. It was contended that the oral assent to the new lease operated as a surrender in law of the prior lease; but it was held by Chitty, J., that inasmuch as it was not accompanied by any delivery up of possession to the new lessees, it did not have that effect, and that such oral assent was insufficient to take the case out of the Statute of Frauds, and, therefore, an effectual assent must be in writing.

**IN RE ALGER AND THE SARNIA OIL COMPANY.**—In winding up proceedings in which A. had been declared the purchaser of the property (an oil refinery) by the report of a referee, leave to appeal to the Court of Appeal (an appeal to a judge having been dismissed), was granted to two unsuccessful tenderers upon condition of giving \$2,500 security, for any damages A., "as purchaser of the property," might sustain if the appeal failed. The appeal having failed, the damages were found by a referee as (1) cost of caring for the property; (2) interest on the purchase money; (3) taxes; and (4) deterioration. Ferguson, J., held on an appeal from this report, that until a purchaser gets possession the care of the property, the taxes, and the deterioration should be borne by the vendor, and that as it was not shown that A. had paid his purchase money or set it apart, he was not entitled to interest on it, and consequently that none of the items of damage found by the referee could be recovered by A. under the security given, as he was not damnified in those particulars.

—A meeting of the National Congress of Workmen's Unions was held in Paris in July, when the principle of a general strike of workmen throughout France was agreed to. It was decided to make arrangements for the commencement of the strike before the 1st of October.