

**Married Women.**—An application by a woman, aged fifty-four years and six months, who had been married three years and had no children, for payment to her of a fund of which she had the life-interest, remainder to her children, was refused.—*Croston v. May*, 9 Ch. D. 388.

#### RECENT UNITED STATES DECISIONS.

**Agent.**—A voluntary association of many persons adopted by-laws, assumed a name, chose officers and directors, divided their joint property into shares, and organized themselves like a corporation, but were not incorporated. By vote, they authorized the directors to borrow money; and the directors did so, and by their authority the treasurer gave a promissory note for the money, purporting to be the promise of the association, and signed "A. A., Treasurer." *Held*, that all the members of the association were liable on the note.—*Walker v. Wail*, 50 Vt., 668.

**Arbitration.**—Arbitrators under a submission *in pais*, containing no agreement as to costs, included in their award a provision that one party should pay their fees. *Held*, a valid award.—*Brunell v. Everson*, 50 Vt., 449.

**Carrier.**—1. A charge by a common carrier to one person of a greater sum than he charged to another for transporting the same kind of freight during the same time, *held*, not necessarily unreasonable or improper as matter of law.—*Johnson v. Pensacola & Perdido R. R. Co.*, 16 Fla. 623.

2. In an action against a railroad company to recover for the loss of a passenger's trunk, it appeared that the passenger and trunk were carried free. *Held*, that the passenger could not charge the company in an action on the case, without proof of such negligence as would charge any other gratuitous bailee; nor in an action of assumpsit, in any case.—*Flint & Pere Marquette Ry. Co. v. Weir*, 37 Mich. 111.

**Check.**—1. A memorandum on the face of a check recited that it was given "to hold as collateral for oil." *Held*, that the cashier of the bank on which it was drawn had no authority to bind the bank by certifying it as good.—*Dorsey v. Abrams*, 85 Penn. St. 299.

2. Ten days after a check was made, the bank on which it was drawn stopped payment and became bankrupt, the makers having

meantime drawn out all their balance. The check was never presented at the bank. *Held*, that the makers were not discharged, though the check would have been paid by the bank if presented, and though the balance drawn out by them was afterwards recovered back by the assignee of the bank.—*Kinyon v. Stanton*, 44 Wis. 479.

**Consideration.**—A soldier, during the war, by order of his officer, took a horse for use in the army, and afterwards promised the owner to pay for him. *Held*, that the soldier was not liable for taking the horse, and therefore that his promise was without consideration.—*McCord v. Dodson*, 10 Heisk. 440.

**Damages.**—1. Goods were sold with warranty of quality, the seller having notice that the buyer intended to ship them to a foreign market. *Held*, that, for a breach of the warranty, the buyer might recover as damages the difference between the value of the goods contracted for and the value of the goods delivered in the foreign market at the time the goods arrived there.—*Lewis v. Rountree*, 79 N. C. 122.

2. Action to recover for personal injuries. *Held*, that the defendant could not show, in reduction of damages, that the plaintiff, being a physician, received medical attendance free of charge.—*Indianapolis v. Gaston*, 58 Ind. 224.

**Evidence.**—1. Indictment for rape. There was no evidence of the offence, except statements of the prisoner in conversation, tending to show that he was guilty. *Held*, not sufficient for a conviction.—*Matthews v. The State*, 55 Ala. 187.

2. Under an indictment for keeping a bawdy-house, evidence of the general reputation of the house is not admissible.—*Woosier v. The State*, 55 Ala. 217.

3. In a criminal prosecution, a letter from the prisoner to his wife, produced by a third person, is admissible in evidence against him.—*State v. Biffington*, 20 Kans. 599.

**Exemption.**—Property of a partnership cannot be claimed by the partners individually, as exempt from levy under legal process against them individually.—*Giovanni v. First Nat'l Bank of Montgomery*, 55 Ala. 305.