

NOTES OF RECENT DECISIONS—LAW STUDENTS' DEPARTMENT.

30 Md. 205; *Irwin v. Sprigg*, 6 Gill, 200; *Copeland v. Hardengham*, 3 Campb. 348; *Maenner v. Carroll*, 46 Md. 212; *Butterfield v. Forrester*, 11 East, 60; *Bridge v. G. J. R. Co.*, 3 M. & W. 244; Angell on Highw. 347. Travellers on a street have not only the right to pass, but to stop and rest on necessary and reasonable occasions, so that they do not obstruct the street, or doorways, or wantonly injure them. Douglas, 745; 3 Steph. N. P. 2768; 2 Bl. Com., note 26, by Christ.; *Adams v. Rivers*, 11 Barb. 390. A ruined or dilapidated wall is as much a nuisance, if it imperils the safety of passengers or travellers on a public highway, as a ditch or a pit-fall dug by its side.—MURRAY V. MCSANNE, Maryland Court of Appeals.

Insurable interest—Mechanic's lien upon an equity of redemption.

1. Where a contractor for a building is entitled to a lien, which lien is subject, however, to a prior mortgage, such interest in the equity of redemption is an insurable interest.

2. If, during the continuance of a policy upon such an interest, but before the steps for perfecting the lien have been completed, the property is destroyed by fire, the policy holder is not under any obligations to perfect and enforce his lien for the benefit of the insurer, unless the insurer comes forward, pays the insurance, gives notice of a desire to be subrogated to his rights, and make a tender of indemnity against expenses.—ROYAL INSURANCE CO. V. STINSON, Supreme Court, U. S.

Fraud—Limitations—Notice.

1. The entry of satisfaction upon the record by a judgment-creditor, after he has assigned his interest in the judgment, is actual fraud.

2. The statute of limitations does not begin to run against a cause of action, growing out of fraud, until the fraud is discovered.

3. No party injured by a fraudulent entry upon a public record will be affected by constructive notice. In cases of contract and in actions *ex delicto quasi ex contractu*, the statute of limitations begins to run from the breach of

contract or duty, and not from the time when the damage accrues —MITCHELL V. BUFFINGTON, Supreme Court, Penn., U. S.

Patent right—Execution—Creditor's bill.

The interest of a party in letters patent for an invention may be sold upon execution, and its assignment in writing, as required by the laws of the United States, enforced under the State law. Proceedings supplementary to execution are intended as a substitute for a creditor's bill, as formerly used in chancery.—PACIFIC BANK V. ROBINSON, Supreme Court, Cal., U. S.

LAW STUDENTS' DEPARTMENT.

EXAMINATION QUESTIONS AND ANSWERS.

We give below a further instalment of questions and answers from the English *Bar Examination Journal*, a sample of which we gave in our last issue :

Q.—4. If one of co-partners seised of freehold land used for partnership purposes dies intestate, who becomes entitled to his share of the real estate not required for payment of his debts ?

A.—The effect of the contract of partnership is to impress all the assets of the partnership with a trust for sale and division amongst the members of the firm. Hence all real estate comprised in the assets of a partnership is considered as converted into personal estate. It follows, therefore, that on the death of one partner, intestate, his share of the assets, whether realty or personalty, is payable to his administrator, who will hold the same on the same trusts as any other personal estate (Lindley on Partnership, 3rd Ed. 692; 1 W. & T. L. C. Eq. *Lake v. Craddock*).

Q.—5. Under what circumstances is the occupier of a house liable to a person whom he permits or invites to enter the premises, for injury sustained by reason of their dangerous condition ?