the employee is in the physical act of performing his duties, the fact that he does them in a reckless, malicious manner, even with an intention to cause the injury resulting, does not preclude recovery. *Hellriegel v. Dunham* (1915) 192 Mo. App. 43, 179 S. W. 763; *Landers v. Quincy O. & K. R. Co.* (1908) 134 Mo. App. 80, 114 S. W. 543.

But, as in the principal case, where the wilful, malicious act was entirely independent and separate, with no apparent connection existing between the required work and the act resulting in injury, the courts are inclined to hold that the act did not take place in the scope of the employment. *Pettigrew v. St. Louis Ore & Steel Co.* (1883) 14 Mo. App. 441; *Ferguson v. Rex Spinning Co.* (1929) 196 N. C. 614, 146 S. E. 597; *Merkouros v. Chicago, B. & Q. R. Co.* (1920) 104 Neb. 491, 177 N. W. 822. Thus, putting torpedoes on a track with intent to frighten co-employees is entirely out of the scope of the employment. *Goupiel v. Grand Trunk Ry. Co.* (1920) 94 Vt. 337, 111 Atl. 346. Playing with an air hose and thereby causing injury is likewise not included. *Rivenbark v. Hines* (1920) 180 N. C. 240, 104 S. E. 524. Nor is the act of paddling a fellow employee to initiate him into the service connected in any way with the serious purpose of the employment. *Medlin Milling Co. v. Boutwell* (1911) 142 Ky. 80, 133 S. W. 1042. Combats among the workmen, resulting in serious consequences, are not construed to be sufficiently connected with the scope of employment, even though they arise over disputes concerning the business. *Great Southern Lumber Co. v. May* (1925) 138 Miss. 27, 102 So. 854.

We find no departure by the Missouri Supreme Court from the traditional course of decisions. The court's strict construction of the scope of the servant's employment in the principal case is commendable both from the standpoint of stare decisis and the practical consideration of releasing innocent employers from the result of human tendencies and propensities over which they have no control. C. E., '32.

PARENT AND CHILD—DUTY OF SUPPORT OF PARENT—DESTITUTION AS BASIS.—At common law, a child was under no duty to support an indigent and needy parent, 46 C. J. 1279. The case of *Beutel v. State* (1930) 36 Ohio App. 73, 172 N. E. 838 enforces a statutory criminal liability for failure to support a destitute parent. The fact that other children contributed somewhat toward the destitute parent's support was held not to release the defendant from the statutory obligation, although the court specifically mentions the parent's partial destitution and indicates inferentially that such a condition, at least, is a necessary element in the violation of the child's duty. This case stands as the only reported case involving criminal liability for such a violation.

In dealing with a similar statutory duty, the majority of courts hold that it is no defense to a father, charged with failure to support his minor child, that the child was being cared for capably by others. *State v. Waller* (1913) 90 Kan. 829, 136 Pac. 215; *People v. Howell* (1920) 214 Ill. App.

372; *State v. Herring* (1925) 200 Iowa 1105, 205 N. W. 861; *State v. Bess* (1913) 44 Utah 39, 137 Pac. 829.

The courts, however, have vacillated on this point, the stringency of their decisions varying with the circumstances. *Sackheim v. State* (1922) 92 Tex. Crim. Rep. 437, 244 S. W. 377; *People v. Clarke* (1921) 51 Cal. App. 469, 201 Pac. 465. In several jurisdictions, it is held that the essence of the violation is the failure to supply necessaries actually needed at the time. *People v. Lewis* (1909) 132 App. Div. 256, 116 N. Y. S. 893; *Dalton v. State* (1903) 118 Ga. 196, 44 S. E. 977. Consequently the parent cannot be convicted where the wants of the child are furnished by others. *State v. Winterbauer* (1927) 318 Mo. 693, 300 S. W. 1071.

In the field of civil liability only one case involving the right of a parent to sue a child for support has been decided. In *Duffy v. Yordi* (1906) 140 Cal. 140, 84 Pac. 838, it was held that an action could not be maintained by an aged mother against one child for support under a statute imposing that duty where she was being cared for by another child. The vital factor in civil liability is the condition of actual want. The case of *Cook v. Bradley* (1828) 7 Conn. 57, 18 Am. Dec. 79, and *Freeman v. Dodge* (1904) 98 Me. 531, 57 Atl. 884 enforce this contention by emphatically refusing to treat the moral obligation of the child as a sufficient consideration for a promise to support the parent.

To convict, then, under a statute which imposes criminal liability on an adult or child for failure to support an aged and infirm parent, it would seem a natural corollary to the civil liability of such a child that there must exist in the parent an actual want and positive destitution. S. M. R., '33.

PLEDGES—POSSESSION—TRANSFER OF FIELD WAREHOUSE RECEIPTS.—The McGaffney Canning Company as attachment creditors levied upon all the goods of the Ventura County Canning Company. Defendant interposed a third-party lienholder's claim, and upon the plaintiff's refusal to post bond as required by statute the goods were released to the defendant, which sold them. The Ventura Company had leased part of its premises to the Lawrence Warehouse Company for a nominal sum. It then proceeded to "store" the goods by moving them into the leased portion of the building. The warehouse company appointed as custodian of the goods an employee of the Ventura Company, but the latter continued to pay the man's salary. Warehouse receipts were issued which were transferred to the defendant bank and upon which it relies for the validity of its claim as pledgee. *Held*, warehousing by a pledgor without open, visible, unequivocal change in possession manifested by substantial outward signs that control of the property has wholly ceased, is ineffectual. Hence defendant is liable as a converter. *McGaffney Canning Co. v. Bank of America* (Cal. App. 1930) 294 Pac. 45.

Change of possession actually existent and truly carried out is required to validate a pledge. *Radke v. Liberty Ins. Co.* (1923) 271 Idaho 436, 216 Pac. 1040; Clark v. Corser (1923) 154 Minn. 508, 191 N. W. 917. However, actual delivery of warehouse receipts is considered constructive trans-