ABSTRACTS OF RECENT DECISIONS.

CARRIERS—PASSENGER'S EFFECTS—DUTY OF CARRIER—Where a passenger had not turned her valuables over to the carrier's servants, but merely placed them in an upper berth above her own berth, the carrier was not liable in conversion for their loss. As to such ordinary personal effects which the passenger retains in her possession, the carrier is not an insurer, but is liable only for loss or injury thereto resulting from its failure to exercise reasonable care and caution to protect the same. Large sums of money or other property of exceptional value form no part of a passenger's ordinary luggage or personal effects, and when the passenger has such articles in her possession and control without the carrier's knowledge, the carrier is not liable for loss or injury thereto from its negligence. *Pinkus v. Pittsburg, C. C. and St. L. Ry. Co.*, 114 N. E. (Ind.) 36.

CARRIERS—REGULATIONS AT STATION—HACKMEN AND BAGGAGE CARRIERS—Under the rules of the Federal Court, a railroad and depot company may lawfully exclude some hackmen or carriers of baggage from entering its grounds or station for the purpose of soliciting patronage, while it gives to others the exclusive privilege of doing so. *Skaggs v. Kansas City Terminal Ry. Co.*, 225 Fed. Rep. 827.

CONSTITUTIONAL LAW—HEALTH REGULATIONS—BLOOD TEST FOR MILKMEN—The requirement of a blood test as a condition for a license to sell milk in a city is a reasonable condition. Such a test is necessary to determine the presence of typhoid germs, and is a proper means of safeguarding the health of the public. The health authorities are not bound to wait until a typhoid epidemic has broken out before taking precautionary measures against it, but may adopt proper preventive measures. *People v. Hamilton*, 161 N. Y. Sup. 425.

COVENANTS—CONSTRUCTION—BUILDING RESTRICTIONS—A covenant in a deed that the grantee should only erect a single dwelling on a lot does not prohibit the erection of a flat or apartment building. Limitations and restrictions upon the use of property are not favored, and generally all doubts are resolved against them. *Voorhees v. Blum*, 113 N. E. (Ill.) 593; see also *Sullivan v. Sprong*, 154 N. Y. S. 332; *Schorer v. Pantler*, 127 Mo. App. 433.

CRIMINAL LAW—LATE ENFORCEMENT OF WARRANT OF IMPRISONMENT—Defendant was convicted of selling liquor and a sentence imposing a fine and a jail term was imposed. Defendant moved that that part of the judgment imposing imprisonment be vacated and the court delayed the matter for six years when it overruled the motion. Held, that the court after such a lapse of time lost power to enforce that part of the judgment imposing the jail sentence. *People ex rel. Powers v. Shattuck*, 113 N. E. (Ill.) 921.

DAMAGES—PUNITIVE DAMAGES—CORPORATIONS—Exemplary damages cannot be assessed where the wrong-doer is liable in a civil action and also subject to criminal action. But where an agent of a corporation commits the wrong, the fact that he is subject to a criminal prosecution cannot be availed of by the corporation to escape payment of punitive damages. *Indianapolis Bleaching Co. v. McMillan*, 113 N. E. (Ind.) 1019.

DIVORCE—FULL FAITH AND CREDIT—COMITY—Where the husband without fault of the wife and without justification abandoned the matrimonial domicile in Massachusetts and went to Georgia and there secured a divorce for cruel and inhuman treatment, while the wife remained in the matrimonial domicile, the courts in Massachusetts had jurisdiction of the matrimonial status and of the parties, and the Georgia decree was no bar to the wife's suit for divorce for

desertion. The rule as to comity does not extend to a case where without actual notice or opportunity to be heard, a foreign divorce destroys the marriage status of an innocent spouse faithful to her marriage obligations and continuously resident in the matrimonial domicile. *Perkins v. Perkins,* 113 N. E. (Mass.) 841.

INTERSTATE COMMERCE—WHEN SERVANT IS ENGAGED IN—A railway fireman on a switching engine, who was killed by striking a caboose on the main track while his engine was transferring an empty car from one switch track to another, was employed in interstate commerce, although the car was not itself moving in such commerce, if this movement was simply for the purpose of reaching and moving an interstate car. *Louisville & Nashville Railroad Company v. Parker,* 37 U. S. Sup. 4.

JUDGMENT—FULL FAITH AND CREDIT—G was adjudged insane in Louisiana and an interdiction rendered against him, partly because of his excessive use of drugs and alcohol. Articles 420 and 421 of the Civil Code of Louisiana provide that after an interdiction has been declared, the person interdicted can not resume the exercise of his rights until a definitive judgment has repealed the interdiction. G removed to Tennessee, acquired a domicile there and was adjudged sane by a Tennessee court. Held, that despite the full faith and credit clause of the federal constitution, the Tennessee judgment has no extraterritorial effect and is not conclusive of complainant's right to sue in Louisiana as a person *compos mentis. Gasquet v. Fenner et al.,* 235 Fed. 997.

LANDLORD AND TENANT—DUTY TO THIRD PERSONS—DOORS IN SIDEWALK—The landlord is not negligent in not guarding an opening in the sidewalk from which stairs lead to the basement, where the tenant has the doors covering it open, or in not having blocks on the side of the building furnishing a partial guard by keeping the doors upright when open. *Dammeyer v. Varhis,* 113 N. E. (Ind.) 764.

MASTER AND SERVANT—DUTY OF MASTER TO FURNISH SAFE PLACE FOR WORK—INDEPENDENT CONTRACTOR—A master owes to his servants the duty of furnishing a reasonably safe place to work. Where defects in a derrick cable used by an independent contractor for hoisting stone were obvious and the master and his superintendent were frequently near the derrick and in position to know such defects, held, that the master was liable for injuries received by a servant by the breaking of such cable, where the servant was required to work under the derrick. *Rayworthy et al. v. Heisen,* 113 N. E. (Ill.) 699.

NAVIGABLE WATERS—TESTS OF NAVIGABILITY—For a river to be navigable it need not be deep enough to admit passage of boats at all portions of it. *Danes v. State,* 113 N. E. (N. Y.) 786.

NEGOTIABLE INSTRUMENTS—INCREASE IN RATE OF INTEREST—PENALTY—A provision in a promissory note drawing 5½ per cent interest, payable semi-annually, that upon default of payment of either interest or principal the rate shall be increased to the maximum legal rate, is a valid contract for the payment of interest and not a penalty. *National L. Ins. Co. v. Hale,* 154 Pac. 536 (Okla.) L. R. A. 1916E, 563.

OFFICERS—PUBLIC MONEYS—LIABILITY FOR LOSS—A public officer having the custody of public moneys is unqualifiedly liable for the loss thereof, and it is no defense to an action on his official bond that the money was lost without fault or neglect on his part. *Trustees of Village of Bath v. McBride,* 113 N. E. (N. Y.) 789, *contra, Hobbs v. U S.,* 17 Ct. Cl. 189; *State v. Copeland,* 96 Tenn. 296.

PHYSICIANS AND SURGEONS—REGULATION OF PRACTICE—PRACTICING TENETS OF A CHURCH—A recognized and properly qualified Christian Science practitioner is not guilty of practicing medicine without a license, where he is following the tenets of a church, as an organization, and not acting merely as an individual. *People v. Vole,* 113 N. E. (N. Y.) 790.

QUARRY—DUTY OF LESSEE TO QUARRY—BURDEN OF PROOF—A lease for quarrying, the lessee to pay six cents per yard for stone removed and sold by it, lease to extend for ten years or as long thereafter as the property is suitable for quarrying purposes, impliedly covenants that the lessee will quarry stone with reasonable diligence and as long as it is found in quantity and kind that may be quarried at a profit. The burden of proof is on the lessee to show that it is not profitable to continue quarrying stone. *Stoddard v. Illinois Improvement and Ballast Co.,* 113 N. E. (Ill.) 913.

RAILROAD CROSSING ACCIDENTS—CONTRIBUTORY NEGLIGENCE—The raising of railroad crossing gates is an invitation to travelers to cross, but does not relieve them from the duty of exercising due care to avoid injury. *Delaware, L. & W. R. Co. v. Welshman,* 229 Fed. 82, L. R. A. 1916E, 816.

STATUTES—ELECTION LAW—PENALTY—A city election law providing that, if any judge of election or other person shall fraudulently, during the canvass of of the ballots, change or alter any ballot, he shall be punishable by imprisonment in the penitentiary for not less than one nor more than five years, is not unconstitutional as a local or special act different from those provided by the general election law, which does not make registration a requisite to voting or cover the offenses provided for under the City Election Law. *People v. Gordan,* 113 N. E. (Ill.) 864.

TRADEMARK—MISREPRESENTATION—A trademark for hosiery in which the word "Notaseme" is prominently displayed, with the statement that the mark is registered in the United States Patent Office, embodies such misrepresentation that it will not be protected, when in fact the trademark as registered does not contain the word "Notaseme," registration having been refused the mark containing that word. *Straus v. Notaseme Hosiery Co.,* 240 U. S. 179.

USING MAILS TO DEFRAUD—ELEMENTS OF OFFENSE—Section 215 of the United States Penal Code, making it an offense to use the mails to promote a scheme to defraud, applies not only to cases of false representations as to existing facts, but also to cases of misrepresentation and unwarranted promises as to the future. The mailing of glittering, grandiose prospecti of mining companies is punishable under this statute. *Moffatt v. United States,* 232 Fed. 522, citing *Durland v. U. S.,* 161 U. S. 306.

WARRANT—REMEDIES FOR BREACH—EXCLUSIVE REMEDY—EXTENSION—A written warranty of a stallion, provided that in case of a breach of the warranty the purchaser should return the stallion and receive another. The warranty being mandatory did not confer a cumulative remedy on the purchaser, his only remedy was to return the stallion or offer to return it. An extension of time also extends the provisions of the warranty. *Crouch et al. v. Fahl et al.,* 113 N E. (Ind.) 1009.

WHOLESALE LIQUOR HOUSE—INJUNCTION—An injunction will not lie to prevent the conducting of a wholesale liquor business, merely because persons who purchase liquor there are guilty of disturbances after leaving the place, or because the site was picked so as to give easy access to persons coming from neighboring counties where the sale of liquor is prohibited. *State v. Moffett,* 188 S. W. 930 (Mo.).