ABSTRACTS OF RECENT DECISIONS

CONTRACT—BANKRUPTCY—RECEIVERS.

The New York Steel Co. had contracted with defendant to deliver 50,000 tons of iron ore in yearly installments, commencing in 1908 and running five years. This action was by the receivers, who wanted to buy and resell the ore. The contract was favorable to the insolvent. *Held,* that in order to adopt this contract the receivers would have to be authorized by order of court to adopt the whole contract; this was not desirable, because of probable fluctuation in prices during the term of years. Court could not make such an order here because receivers were not such successors or assigns as was contemplated by the contract. *Hanna v. Florence Iron Co. of Wis.,* 118 N. E. Rep., 629 (N.Y.).

CONTRIBUTORY NEGLIGENCE—COMMON CARRIER—PASSENGER.

Plaintiff proposed to take a train, operated by a tenant of defendant. He repaired to defendant's station a few minutes before train time. The waiting room opened upon an enclosed space, separated from the tracks by a fence. The gateman announced the train, unlocked the gate, passed through, but did not open it for the passengers. As the train came to a stop a woman opened the gate and the crowd passed through, the defendant among them. Plaintiff crossed a track diagonally with his back to an approaching switch engine, which had bell ringing and headlight burning. Plaintiff was injured. *Held,* that the trial court should not have declared, as a matter of law, that the plaintiff was free from negligence, but should have submitted it to the jury. *St. Louis Merchants Bridge Terminal Ry. Co. v. Munger,* 246 Federal Reporter, 938.

DIVORCE AND SEPARATION—ALIMONY—JUDGMENT OF COURT OF SISTER STATE—FULL FAITH AND CREDIT.

Plaintiff filed a bill in Arkansas for divorce. Defendant filed a cross-bill alleging cruelty and prayed for alimony, setting up the fact that plaintiff owned real property in Nebraska worth $75,000.00 in addition to personal property in Arkansas. The Arkansas court granted the divorce on the cross-bill and awarded $5111. The divorced wife then brought suit in Nebraska, setting up the award in Arkansas as inadequate, and the Nebraska court awarded "the sum of $10,000, being the amount due her as alimony." The husband sued out a writ of error to the United States Supreme Court on the ground that the

Nebraska court did not give "full faith and credit" to the Arkansas decree. *Held*, that the Arkansas court had jurisdiction of the person, if not of the lands in Nebraska, when it rendered its judgment "in full of alimony and all other demands set forth in the cross-bill," and that the Nebraska court therefore did not give full faith and credit to its (Arkansas') decree. *Bates v. Bodie*, U. S. Adv. Ops. 1917, page 222. First appeal L. R. A. 1915 E, 421; second appeal 99 Neb., 253.

HABEAS CORPUS—EXTRADITION—LIMITATIONS.

Defendant, arrested for crime, brought habeas corpus. The governor of Illinois demanded the extradition of the defendant from the governor of New York. Defendant set up a statute of Illinois, claimed he had remained in Illinois until this statute of limitations had run, therefore he had not fled from justice. *Held*, a person charged with a crime who after that date leaves the state for any purpose becomes, from the time of such leaving, and within the meaning of the Constitution and the laws of the United States, a fugitive from justice, and must be delivered up. *Biddinger v. Commissioner of Police of the City of New York*, U. S. Adv. Ops. 1917, page 20.

MASTER AND SERVANT—SAFE PLACE TO WORK.

Defendant was a nonresident who conducted a shoe store by a manager and a clerk. An adjoining building was destroyed by fire. Defendant's manager called in the city building inspector, who pronounced an overhanging wall safe. Defendant's employes remained at work; both were killed by the wall. *Held*, that defendant was not chargeable with failure to exercise reasonable care to furnish employes with a reasonably safe place to work. *Hann v. Darnell*, 236 Fed. Rep. 943.

OFFER AND ACCEPTANCE—AGENCY—TELEGRAPH COMPANIES—APPROPRIATION TO CONTRACT.

The National Bank of Powell wired the Price Brokerage Company, "Can furnish one car clean white potatoes at one thirty-five per hundred f. o. b. Powell." It was delivered, "Can furnish one car clean white potatoes at once thirty-five per hundred f. o. b. Powell." The brokerage company accepted. The potatoes were shipped, bill of lading forwarded to bank at St. Joseph. The brokerage company offered the bank and the railroad the contract price figuring from the thirty-five cent basis, but delivery was refused. The company then brought replevin. *Held*, that when the Powell bank wired plaintiff it made the telegraph company its agent, and it was liable for any

mistake of its agent. The contract was made at thirty-five cents per hundred. The seller appropriated them to the contract, manifestly intending to deliver them to the plaintiff, the only thing remaining to be done was the payment of the contract price. *J. L. Price Brokerage Co. v. Chicago, B. & Q. R. R.,* 199 Southwestern Reporter, 732 (Mo. App.)

SEGREGATION—SPECIFIC PERFORMANCE—CONSTITUTIONAL LAW.

Plaintiff sold a lot to a negro, with a provision in the contract that the negro should not be compelled to take a deed if he could not live on the property. This action was brought for specific performance. Defense, an ordinance of Louisville which specified that a negro could not move into and occupy as a residence any house in any block where a greater number of the residences were occupied by white people than colored people. *Held,* that the ordinance violates the constitutional prohibition against interference with property rights without due process of law, and that the contract will be enforced. *Buchanan v. Warley,* U. S. Adv. Ops. 1917, page 36.

PUBLIC LANDS—ESTOPPEL—LIMITATION OF ACTION.

A lake was erroneously drawn on a plat of lands in a patent from the government and designated by "meandering lines." Administrative officers of the government, before discovery of the mistake had treated the mentioned area as subjected to the riparian rights of abutting owners. *Held,* that the land had not been transferred by the patents because of the "meandering lines" on the plat, as these excluded the enclosed tract. The government was not estopped because in the nature of things, the riparian rights could not arise. *Wilson & Co. v. United States.* U. S. Adv. Ops. 1917, page 57.