AGENCY — BONDS — RATIFICATION.— An agent, having no authority in writing under seal, gave a bond on behalf of his principals, who were partners. *Held*, the act of the agent could be ratified by parol, and this ratification may be shown by facts and circumstances. *Palmer* v. *Seligman et al.*, 43 N. W. Rep. 974 (Mich.).

CONFLICT OF LAWS— CARRIERS.— The plaintiff made a contract of transportation with the defendant, which released the latter from liability for negligence. The contract was made in New York. It was valid under New York law, but void in Pennsylvania, where the case came up. *Held*, that a contract is governed by the law of the place where it is made, and that the New York rule should apply. *Forepaugh* v. *Del. L. & W. Railway Co.*, 18 Atl. Rep. 503 (Penn.).

The doubt in this case arose from a rule the U. S. courts laid down in *Swift* v. *Tyson*, 16 Peters, 1. A distinction is there drawn between statute and local law and a so-called commercial law. The first class, it is said, is peculiar to each State, and a decision of a State court is binding authority as to what the law is in that State. But the commercial law is uniform throughout the country, and it is competent for a U. S. court to decide questions *contra* to State decisions. This is followed in a late case. *Liverpool Steam Co.* v. *Phenix Ins. Co.*, 129 U. S. 397.

In *Forepaugh* v. *D. L. & W.* it was claimed that the law governing the contract was part of the commercial law, and that it was as competent for a Pennsylvania court to decide it as for a New York court. But the judge rejected the doctrine of a separate commercial law, severely criticising *Swift* v. *Tyson*. He cites a mass of authority on the point of conflict of laws entirely inconsistent with the distinction of the U. S. court. 2 Kent, Com. 458; Story, Conflict of Laws, § 38.

CONSTITUTIONAL LAW — LIBERTY — POLICE POWER. — Owners of factories and mines were prohibited by statute from paying their employees in orders on the stores of the company, and from selling goods from the stores to their employees at a greater profit than they obtained from strangers. *Held*, the statute was opposed to the Fourteenth Amendment of the United States and to the "life, liberty, and property" clause in the Bill of Rights of the Constitution of West Virginia, and could not be supported as an exercise of the police power. The court lay great stress on the fact that it does not apply to all employers, and is therefore class legislation. *State* v. *Goodwill*, 10 S. E. Rep. 285 (W. Va.); *State* v. *Fire Creek Coal & Coke Co.*, 10 S. E. Rep. 288 (W. Va.).

In Pennsylvania a similar statute was curtly declared "utterly unconstitutional and void." *Godcharles* v. *Wigeman*, 113 Pa. St. 431.

CONTRACTS — UNCONSCIONABLE CONTRACTS — MEASURE OF DAMAGES. — Plaintiff had contracted with the government to furnish "shucks" at sixty cents per pound. It appeared that shucks were worth only from twelve to thirty-five dollars per ton at the time of the contract; that it was customary to buy them by the hundred weight; and that the error occurred from a failure to strike out the words "pounds" on the printed form on which plaintiff's proposal was made, and to insert "hundred weight" instead, though plaintiff insists that there was no mistake on his part in making the bid. The "shucks" had been delivered to the government and used by it before the error was discovered. *Held*, that the contract could not be enforced, and that the plaintiff, though declaring on the special contract, could recover the market value only of the "shucks." *Hume* v. *United States*, 10 Sup. Ct. Rep. 134.

The court relies upon the two well-known cases of unreasonable contracts, *James* v. *Morgan*, 1 Lev. 111, and *Thornborough* v. *Whiteacre*, 2 Ld. Raym. 1164, and holds that when the contract is so extortionate and unconscionable on its face as to raise a presumption of fraud, that defence is available at law as well as by an application for affirmative relief in equity. And if performance has been accepted in ignorance and under circumstances excusing the non-return of articles furnished, and these have some value, the amount sued for may be reduced to that value.

CORPORATIONS—"TRUSTS."— A corporation was formed to manufacture and sell gas, and to purchase and hold or sell the capital stock of any gas company in Chicago, or elsewhere in Illinois. It was formed under the general incorporation law of the State, which permits corporations to "own . . . so much real and personal estate as shall be necessary for the transaction of their business, . . . and to . . . exercise powers necessary to carry into

effect the object for which they may be fo
this company being to manufacture and se
other companies is not necessary to carry this
statute for incorporation not only does not
but impliedly forbids it. The charter is void
provisions of the statute.

Held, further, that the object of a corp
shares of other gas companies, etc.," is not
to create a monopoly, and so it is not auth
the formation of corporations for any "lawfu
v. *Chicago Gas Trust Co.*, 22 N. E. Rep. 798 (Ill

A note to this case collects the principal
in this country, to which note may be added
Rep. 1102 (Mich.).

EQUITY JURISDICTION — NUISANCE — REASON
ing a hotel in London, had put up a stov
cellar of the adjoining house unfit for storin
fendants were acting reasonably in the use
serious annoyance and injury to the plaintiff,
tion to protect the plaintiff, the jurisdiction o
question of reasonable use. *Reinhardt* v. *Mentas*

EVIDENCE — PROCEEDINGS BEFORE MASTERS
covery and accounts was referred to a maste
and peculiarly within the knowledge of
assistance to the master, and produced only t
by order of court to produce. He now seeks
ducing books of which the master and partie
Held, that it was his duty to lay the book
neglected so to do, he could not now impeac
Atl. Rep. 471 (Penn.).

GENERAL AVERAGE — JETTISON — RIGHT TO
through the negligence of her master, and
tion of such danger as to make it necessary to
to save the remainder and the ship. *Held*, th
cargo are entitled to general average, while
be, unless their ordinary relations to the sh
The right of contribution in respect of jettis
to ship and cargo requiring sacrifice to whic
does not belong to the wrong-doers whose
those who are legally responsible for them.
& *Co.*, 14 App. Cas. 601 (Privy Council).

The Privy Council here denies the correctnes
on Shipping, 211, and in 2 Parsons on Mar
sider not supported by the cases there cited.
remedy against the master for his negligence
average. This right exists whenever the goo
been advisedly sacrificed, and the property o
served.

INSURANCE—CONDITIONS OF POLICY.—A
that it should be void in case the assured w
owner in fee simple of the land on which t
though the assured has but an equitable int
contract of purchase from the owner in fee.
43 N W. Rep. 585 (Mich.).

MANDAMUS—COMPELLING R. R. CO. TO
will be granted to compel a railroad company
containing 1,800 inhabitants, which desires tc
defendant's line, and at present is three miles
panies have a broad discretion in locating the
be exercised in good faith, and with a due
venience of the public. *People* v. *Chicago & A.*

PARTNERSHIP — WHO ARE PARTNERS?—I
person that they would indorse his notes for
carrying on a store. Defendants were to ha