

Recent Legal Decisions.

PATENT—REISSUE—COVERING SUBSEQUENT IMPROVEMENTS.—A patent for a "gang plow" was reissued to the inventor, and in application for the reissue there was included certain improvements made after the original patent was issued. In a bill in equity to enjoin the infringement of the reissued patent—*Newton vs. Furst and Bradley Manufacturing Company*—filed in the United States Circuit Court, Northern District of Illinois, the defense was made that the reissued patent was void, as it was for a different invention from that described in the original patent, the claim of the patent having been unwarrantably expanded. Judge Blodgett, in sustaining the defense, said: "Clearly, if the claim of the original patent did not cover the device used by the defendant, and if a reissue was necessary to expand or explain the patent, in order to cover the defendants, then such reissue is void under the recent decisions of the Supreme Court of the United States."

ARRIER—NEGLIGENCE—EXEMPLARY DAMAGES.—An action was brought by a passenger in a stage coach against the proprietors of the stage line to recover damages for the injuries he suffered by the upsetting of the stage, which resulted from imperfect and insufficient brakes. At the station, where the plaintiff took the stage, the driver called the attention of the agent to the brakes, and efforts were made to repair them by nailing a block on each side. In crossing a range of mountains one of the blocks came off and the wheel wore through the other. The driver had an extra block with him, and he stopped the stage to do what he could to repair the brakes. There were no lights on the stage when it was upset, but no claim was made that the upset was on that account. The driver was careful, and had his horses moving at a walk when the coach went over. In this case—*Cameron vs. Wall*—the jury gave a verdict for exemplary damages, and the defendants appealed to the Supreme Court of Colorado, which reversed the judgment. The Chief Justice, Elbert, in the opinion said: "The Court below laid down correctly the rule for exemplary damages in the charge, as follows: 'The liability of defendants for tortious negligence is broader than in an action on contract; they must answer not only for all damages which a prudent man would expect to result from his fault, but also all that a prudent man would anticipate as a possible consequence thereof, and this is the narrowest limit that can be fixed to his liability. To justify exemplary damages the act must be willful or the negligence must amount to a reckless disregard of the safety of person or property. We fail to find in the evidence sufficient to justify any claim of gross negligence, as the term is construed by the Courts; on the other hand, there was some degree of care for the safety of the passengers. The evidence does not disclose the condition of the brakes when the stage first started. This case calls for compensatory damages only, and the judgment below must be reversed.'

LIFE INSURANCE—TRANSFER TO CHILDREN BY INSOLVENT DEBTOR—CREDITORS.—C insured his life for the benefit of himself, his executors, administrators and assigns. He assigned the policy to his daughters when he was insolvent. After his death the guardian of his daughters collected the claim and paid over the share of one of the daughters who had married. A creditor, after having exhausted all remedies against the property of C, found his debt still not fully paid, and brought suit to set aside the assignment of the life-policy to the daughters and the application of the insurance money to the payment of his debt. In this case—*Burton vs. Fairholt*—the Supreme Court of North Carolina decided in favor of the creditor. Judge Ruffin, in the opinion, said: "The life-policy was a part of the property of the estate of C. As soon as it was delivered it vested in him, and, like any other claim or demand, it became a part of his estate and subject to every rule of property known to the law. As he was insolvent at the time he transferred the policy to his daughters as a provision for them, no payment for this transfer having been made by them, the transfer was fraudulent as to his creditors and void in law, whether made with an intent actually fraudulent or not. The principle of law, which is as old as the law itself, is that the whole of a man's property shall be applied to the payment of his debts. In more recent days some exemption has been granted for his relief and that of his family, and that is the only limitation upon his creditors."

VOLUNTARY PAYMENT OF TAXES—PROTEST—RIGHT TO RECOVER.—Taxes on certain lots of land levied for city purposes had not been paid, and as no goods could be found judgment was recovered against the owner, so that a lien could be placed upon the land itself. The city threatened to levy on the land, and the taxes were paid, but under pro-

test, and when it was discovered subsequently that the taxes had been discharged in another way suit was brought against the city to recover, the plaintiff relying on the protest. In this case—*Union Insurance Company vs. City of Allegheny*—the plaintiff was defeated, and it carried the cause to the Supreme Court of Pennsylvania, which affirmed the judgment, though the judges were nearly divided in opinion. Judge Mercier, in the opinion, said: "When a party pays an illegal demand with a full knowledge of all the facts which render such demand illegal, without immediate or urgent necessity therefor, or unless to release his person or property from detention, or to prevent an immediate seizure of his person or property, such a payment must be deemed to be voluntary, and the amount paid cannot be recovered. And the fact that the party at the time of making the payment files a written protest does not make the payment involuntary."

ACTION FOR DEBT—SETTING OFF LIABILITY ON ATTACHMENT BOND.—I was sued on a book account, and he claimed the right to set off against the debt the damages and costs which had accrued to him in an attachment brought against him by the same plaintiff for the same cause of action. The Court below decided against this claim, and the defendant carried the case—*Plunkett vs. Sauer*—to the Supreme Court of Pennsylvania, which reversed the judgment. Judge Green, in the opinion, said: "In the attachment suit the plaintiff was obliged to give and did give a bond conditioned for the payment of all legal costs and damages which the defendant might sustain by reason of the attachment if the plaintiff failed to prosecute the attachment with effect. The right of the defendant to the costs and damages under the bond is in contract and not on the breach of the bond, and though the amount due the defendant is not liquidated, that is, not a sum fixed by the bond itself, still it can be ascertained. And it has been decided in this State that unliquidated damages arising on contract from any bargain may be set off under its law whenever they are capable of liquidation by any unknown legal standard."

EXECUTION—RECEIPT SHOWN OFFICER—SUBSEQUENT LEVY.—A Deputy Sheriff had in his hands an execution, and when he came to levy the defendant showed him a receipt for the amount claimed and a satisfaction of the judgment signed by the plaintiffs in the execution. The officer refused to recognize the receipt or satisfaction piece, and proceeded with the levy. The levy was subsequently released by the officer upon the instructions of the execution plaintiffs sent to him. The defendants sued the officer for trespass—*Tiernly vs. Frazier*—and were defeated.

They then appealed to the Supreme Court of Texas, which affirmed the judgment. The Chief Justice (Gould) in the opinion said: "The weight of authority and reason is clearly in favor of the proposition that the officer may safely obey all process fair on its face, and is not bound to judge it by facts within his knowledge which may be supposed to invalidate it. Whether the same protection should be extended to the officer where the facts rendering the writ void became absolutely known to him by means of his own personal observation of their occurrence it is not, in this case, important to inquire."

CUSTOMS—SUIT FOR DUTIES—SUIT TO RECOVER DUTIES PAID.—Importers paid duties and received their goods, and then a new liquidation was made by which they were required to pay increased duties, and they protested and appealed. The Government then sued for the duties unpaid and the importers set up the defense that these additional duties were illegal. They also sued to recover excessive duties paid by them, and the Government argued that as they had paid the excessive duties no recovery could be had, the payment being voluntary. In these cases—*United States vs. Schlesinger*, in the United States Circuit Court, District of Massachusetts—Judge Lowell decided in favor of the importers. In the opinion, he said: "1. Payment of duties, when made to obtain clearances and papers which are refused to the importers, so that the goods may be taken out, is not a voluntary payment, and if the duties are excessive or illegal, and due protest and appeal have been made, an action can be brought to recover the overpayment or the money illegally exacted. 2. When, after the delivery of the goods, the Government sues for the duties, the importers may defend and show that they are illegal. 3. When duties which are illegal or excessive, are paid without any compulsion on the part of the revenue officers, the payment is voluntary, and no recovery can be had of the amount paid."

Smoke will soon be at a premium. From 2,800,000 cubic feet of smoke given out by say 1000 cords of wood, it is said 12,000 pounds of acetate of lime, 200 gallons of alcohol and 25 pounds of tar may be obtained.

Home Gossip.

Very elegant little tables are now covered in deep crimson plush, and the bordering, instead of being equal all round, is in panels, some long, some oval and others short and square. Upon the surface of the table a design in flowers is worked in fine ribbons, while leaves and tendrils are in arsanese. Each panel is finished off with tassels of different color, to match the design, and they depend from brass ornaments in the shape of a crescent.

These brass crescents are very much in favor for ornamenting lambrequins, bracket hangings, and the many decorative objects to which needle-work is devoted. They make a very pretty finish to fringes, etc.

The latest style for bureau covers and tidies consists in the introduction of colored designs either in the borderings or centres. These colored designs are either oval or square, and are surrounded by a pattern to be worked in silks, muselles, or crewels to match them in colors.

One of the handsomest fire places in fashion to-day is intended for the use of a gas-log. The background is of wrought iron in representation of an elaborate coat of arms, the andirons are of the same material in floral design, the facing of the stove is of tiles richly enameled in relief, which are framed in furnished brass. The hearth which accompanies this elegant fire-place is of mosaic tiles, while the fender is of burnished brass.

For a large vestibule or hall the most appropriate stove is of terra cotta and wrought iron, the frieze being of the former material very highly ornamented in carved relief. As an accompaniment, an old fashioned fan has been revived in the shape of a fire-plate of wrought iron, which is of pyramidal shape, in elaborate floral decoration. From it depend hooks, suggesting possible cooking, and branches for vases.

The favorite style of tile decoration for hearths to-day is in imitation of polished woods. Deep browns, reds and black represent maples, mahogany, ebony and walnut, the high glaze of the tile giving the exact effect of the polish of natural woods. Minton tiles and Japanese tiles are always in demand.

The frame work of a curious hall chair is composed entirely of elk horns mounted in silver. The back and seat are of embossed leather, and the bordering is studded with brass nails.

A very beautiful candelabra with crystal pendants has a stem of Mexican onyx and branches of the same material. Bands of cloisonne give it an exquisite finish, and the shades are of delicately tinted glass.

A masterpiece in bronze ordered for an English gentleman incloses a clock. The design represents a Christian expounding the gospel to a Saracen; this piece is flanked by two Saracen figures armed cap-a-pie.

Mats and rugs for halls are of polar white bear, leopard and tiger skins mounted in black furs, the edgings being extremely deep.

Terra-cotta plaques are mounted in black or deep-toned velvets or plush. The genuine specimens, which come from Dieppe, are very wonderful representations of the life of the fishing populations. In one a group of fishwives surround a comrade who reads the news of the day from *Le Petit Journal*.

Handsome hall chairs are in illuminated leather, and are framed in heavily carved mahogany. The latest fashion has the tall upright back and narrow seat which was characteristic of the eighteenth century.

Sea shells are mounted on terra-cotta plaques. Figures carved in terra-cotta peer over the edge of the shells and appear as if perfectly at home in their curious tenement.

A pair of Sevres vases, valued at \$6500, are exactly copied from a pair ordered for Queen Victoria's birthday. They are mounted upon a pedestal of Mexican onyx, decorated in French bronze. The vases are surmounted by a crown of flowers in bronze, of rare workmanship, and have handles of the same rich material. Upon a groundwork of old blue enamel the design represents upon the one *Venus rising from the sea* and upon the other the fable of *Europa*.

The rage for tambourines may be supposed to be dying out, but unfortunately this absurd fashion is likely to be closely followed by a still more ridiculous adaptation of guitars and violins to purposes of decoration.

Little wall-brackets are entirely covered with plush and decorated with brass nails and the crescent ornaments to which allusion has been made.

When a teacher asked what people live the longest, a little boy at the foot of the class promptly spoke up: "Bor-num's giants."

Three Minutes to 12.

On a cold December night some twenty years ago, when the earth was bound in a black frost and the bitter wind blew strong and shrewdly, I was returning home from spending the evening at a friend's house, situated some three or four miles out of town. The sky was so black, the country lanes were so dark, that I was truly thankful when the scattered lights of an outlying suburb began to twinkle in the distance, and it was with a sigh of relief that I stepped under the first lamp-post I came to and looked at my watch. It was no easy task, for the lamp glass had a pane broken, and the strong wind blew the gas in all directions and almost extinguished it.

I read the time at last—three minutes to 12—and, looking up from the watch face, I started to see a man standing close opposite me. I had heard nothing of his approach. We looked at each other but a moment, yet it was sufficient to imprint his features indelibly on my memory. A tall, shabby man, in a threadbare, black frock coat and a seely, tall hat; his face lantern-jawed and shallow, his eyes sunken and listless, his beard long and filthy. In a tone of elaborate civility he asked me the time, thanked me for my answer, and, giving me good night, passed into the black darkness, which seemed to engulf him like a grave.

I turned for a moment to think of his lonely walk in that grim obscurity, and resumed my homeward way, laughing at myself for the stare he had given me, and reflected that the strong wind had blown away the sound of his approach. I thought of him as I sat and smoked my pipe over my fire, and felt a comfortable shudder steal upon me as I imagined him facing the bitter blast in his insufficient clothing.

In the course of a week or two the incident—trifling enough, heaven knows—faded from my memory, and I thought no more of it.

In those days I was actively engaged in the timber trade, and the course of my business took me a good deal about the country, and brought me largely in contact with these agents of the different noblemen and country gentlemen of the district. With one of the agents, who resided near the country town of L—, I had numerous transactions, and I used often to run down to L— to meet him, for the town was only fifteen miles away, and was on a line of railroad. It was a dull little hole, enough, that only warmed up into life when the militia were out or the assizes were on.

One night I returned from L— having made a large purchase from my friend the agent, whose master, a sporting nobleman, was reduced to cut down the family timber. When I fell asleep that night I had a very simple but vivid dream. I thought I was standing on a lofty hill. By my side stood a veiled figure, who, with a commanding gesture, motioned me toward the town of L— which lay in the far distance. Then I awoke.

Of course I explained the thing to myself easily enough. I had been a good deal engaged in the neighborhood of the place, and had a large venture more or less remotely connected with it. Still the dream was so vivid that I could not dismiss it from my thoughts during the whole of the day, and when I went to bed at night I wondered if it would again visit me.

It did come again; precisely the same dream, in precisely the same manner. Once more I found a convincing explanation. Doubtless I had been thinking too much about the first dream, and this had given rise to the second. But my explanation did not convince me in the least. Again I was haunted by the thing throughout the day, and when I came home at night my preoccupation was so evident that it attracted the attention of my wife. She questioned me upon the cause, and, only too thankful to unbosom myself of what was now almost a trouble, I told her about the dream and its repetition. She had the fact not to laugh at me, but was evidently little impressed by the narrative.

The third night it came again, if anything more vivid and startling than before. This time I was utterly unhinged; the pale face that fronted me in the looking-glass was hardly recognizable for my own. I went down to breakfast, filled with a foreboding of some misfortune—bad news in my letters—I knew not what.

The maid entered with the letter-bag. "There," said my wife, passing me a letter on which was the L— postmark, "that breaks your dream, John."

I opened it hurriedly. It was from the agent, requesting me to meet him at L— that day at 1 o'clock to arrange a difficulty that had arisen in the performance of his contract.

I was intensely relieved. Here was an opportunity to go to L— and perhaps the very fact of going would put me right. There were two fast trains to L— in the morning, but I decided to go by the first, regardless of the fact that I should have some hours to wait. So I

found myself speeding away toward my destination.

The train was full. Pipes exalted their fragrance. Newspapers were turned, and there was that leisurely kind of morning conversation that prevails among men going off by an early train to their day's work. I soon discovered that I had fallen among a party of barristers, and their chief topic was a peculiarly interesting case, which was to be finished to-day at the L— assizes.

"He must sum up against the prisoners," said a gentleman with a fat, florid face and long sandy whiskers, who wore a light overcoat and shepherd's plaid trousers. "The defense was a complete failure, and deserved to be."

"It was certainly rather audacious," returned a clean-shaven young man with a double eye-glass, who sat opposite me. "But I don't like circumstantial evidence."

"All evidence is more or less circumstantial," answered he of the florid complexion; "and this man is as clearly guilty to my mind as if there had been a dozen witnesses to stand by and see him do the deed. That's my opinion, Heywood." And the oracle disappeared behind his newspaper.

Feeling glad to discover any topic that would divert my thoughts from my gloomy forebodings, I addressed myself to Heywood, the young barrister, with whom I had a slight acquaintance. "You seem much interested in this trial that is going on," I said. "May I ask if you are engaged upon it?" "No," he answered. "But it is a curious case. A man, a clerk dismissed from his employment, is accused of murdering the cashier of the firm. The evidence against him is entirely circumstantial; but the defense broke down at the most critical point, and the case certainly looks very black for the prisoner."

The train was now slackening speed, and there was a general rising. I rose, too.

"Are you going to get out here?" said Mr. Heywood, opening the door, as we glided into the station. "Have you come down so early on business?"

"Ye—s," I said, wishing to goodness I knew what the immediate business was. "Nothing very urgent, though."

I added, half to myself, as I got out. "If you have the time to spare you had better turn in and hear the end of the trial," said Heywood. "The Court will be crowded with ladies, no doubt, but I can smuggle you into a corner."

Not knowing what to do with myself the next few hours I accepted the offer with gratitude. I was soon seated in an obscure corner of a dingy, ill-lighted, ill-ventilated court-house, which would have been ill-smelling, too, had it not been for the scent wafted from the numerous ladies who were present. One of these, a buxom female obstruction, who ought to have known better, was just in front of me and blocked my view with an enormous bonnet. I could not see the prisoner, or his counsel, or even the clock over his head, at which the people kept looking eagerly as the hour fixed for the recommencement of the trial approached.

At last there was a stir and bustle, caused by persons invisible to me, then a call for silence, and after a few preliminaries the summing commenced.

I listened the more intently because I could see nothing. The clear, cold, telling sentences cut deep into my consciousness. How distinct and convincing it was all! How all those minute facts, the mute testimony of footmarks and the like, arranged and distributed by that powerful intellect, grouped themselves into the damning proof of guilt.

I cared nothing for the prisoner, had no personal interest in the trial, but my mind was wonderfully fascinated by his tale of horror. At length the weighty tones ceased, and a murmur of relief and expectation ran round the assembly. At this moment the woman with the high bonnet shifted her seat, and I obtained a full view of the prisoner. I started involuntarily. Where had I seen that face before?

The jury returned after a short absence: the verdict was guilty, accompanied with a recommendation to mercy. Again the Judge's solemn tones sounded through the court; again they ceased.

There was dead silence. I sprang to my feet as if impelled to do so by some unseen power, and looked steadily at the prisoner. His face was averted from me for the moment, but the looks of the people showed me that he was about to speak. Slowly he turned around, and, in a voice whose deep, earnest tones could be heard all over the assembly, he said:

"There lives but one man who can prove me innocent—and there he stands."

With white face and outstretched arms he pointed—at me. I gazed at him with a sudden flash of recognition. It was the man I had seen under the lamp. And, by a strange coincidence, at this moment the Court clock struck twelve.

The plea that had been got up by the defense was an alibi. But there was a

space of some two hours that could not be accounted for, and the theory of the prosecution was that the crime had been committed during that time. My evidence supplied the missing link, for the place in which I had seen the man was so far distant from the scene of the murder that it was impossible for him to have been anywhere near at the time of its commission.

And the dream? Only a coincidence, you will say, perhaps, or a fit of indigestion, or my timber contract. Nevertheless, as I have told it to you, so it happened. Explain it away who can.

The Fatal Number Thirteen.

English papers tell an amusing story of a well-known banker of Liege, Belgium. A short time ago he gave a little dinner party to which ten guests had been bidden, besides himself and wife, making twelve in all. They were just unable to sit down when in dropped a friend from the antipodes and invited himself to dinner, thus making the fatal number thirteen.

The banker, to prevent ill-luck, rushed down stairs to his office, found the cashier just about to leave for the evening, dragged him up stairs, fitted him with a dress coat, and led him triumphantly into the drawing-room amid the applause of the relieved guests, three of whom declared that they would not sit down to the best dinner ever served if there were thirteen at the table. At that moment the bell rang, and a note was brought for one of the guests whose wife had suddenly fallen ill, and who consequently was unable to remain. Thirteen again! Gloom and despair; and the cashier, finding himself the Jonah of the evening, volunteered to depart. The banker saw him down stairs, and was expressing his regrets, when—joy!—the family doctor heaved in sight. Him the host secured, and, happy in being able to offer the hospitalities of his table to his kind-hearted and sorely-tried employe, the three returned to the drawing-room. Dinner was ordered to be placed upon the table, but, just as all was ready, the hostess, who was in delicate health, and who had been unduly excited by all the untoward events, fainted dead away, and had to be put to bed. Thirteen again! This time there was nothing for the cashier but to go and dine with what appetite he might at the nearest restaurant.

Yellow Bird, the Indian Poet.

There are on the Comstock many men who were well acquainted with John R. Ridge, who was really a remarkable man. He was a man who could sit upon a point of rocks in the high Sierras for hours gazing down upon the valleys, the huge pines and tumbling canyons, drinking in and enjoying the beauties of nature, so absorbed in thought as to hardly move hand or foot; yet arouse the Indian in him and he was a man of steel and without a thought of anything humane or poetical until his vengeance was satisfied. It was two different souls within the same body. His Indian name was "Yellow Bird."

John R. Ridge was the eldest son of Major Ridge, Chief of the Cherokee Nation, who was murdered in his house by a deputation of the rival Ross party, and John Ross in consequence became chief. The little John was concealed in the woods, saw his father stabbed and shot to death and swore vengeance on the murderers. When he became a man he armed himself and went on a still hunt on the war-path and followed on the trail until he had slain thirty-two of them. At length the mysterious death of one of their number, in 1849, aroused the vengeance of the Ross men, who, suspecting the author of their calamities, pursued Ridge several hundred miles over the plains, but being well mounted and in company with the celebrated Charley MacIntosh he made his way in safety to California.

Some time in 1859 Mr. Ridge was editor of the *Marysville Democrat*, and one night received a dispatch from Weaverville, stating that a party of Cherokee Indians from Cherokee Bar were on a spree in town, and one of them was boasting that he had had a hand in the death of old Major Ridge and had stabbed him five times. That same hour the avenger was on his trail. Without mentioning his purpose to any one in the printing office, Ridge hired a horse at the livery stable and started for Weaverville, over two hundred miles, but somehow the enemy got telegraphic intelligence of his coming, and on his arrival not a Cherokee could be found on Trinity river. Mr. Ridge died a few years ago in Grass Valley, universally lamented and leaving in the world the most glorious poem ever written in California—that on "Mount Shasta."

The last session of Congress authorized the issue of "postal notes" in sums less than \$5.00. They will be payable to bearer, cost of issue three cents. No advice is necessary at the paying office. They will be of great advantage for small remittances.

What sort of fish does the hen like? Ans.—The perch.