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RECENT CASES.

CONTRACTS.

National Banks—Guaranty.—Commercial National Bank et al. v. Pirie et al., 82 Fed. Rep. 799. A cashier of a national bank, by order of the directors, to secure a personal debt contracted by the president, gave the bank's guarantee. Counsel for the plaintiff contended that this action was within the implied provisions of its charter. *Held*, that a board of directors of a national bank cannot bind it by contracts of suretyship or guaranty which are made for the sole benefit of others, and that the action of the cashier was *ultra vires*. The national banking act confers no such authority in express terms or by fair implication, and the exercise of such power would be detrimental to the interests of the stockholders and depositors. *Norton v. Banks*, 61 N. H. App. 52; *Bank v. Smith*, 40 U. S. App. 690.

Attorneys—Retainer—Assisting, in Prosecutions.—McCurdy v. N. Y. Life Ins. Co., 72 N. W. Rep. (Mich.) 996. 3 How. Ann. St. § 557, prohibits any attorney from prosecuting or aiding in prosecuting "any person for an alleged criminal offense where he is engaged or interested in any civil cause or proceeding depending on the same state of facts against such person directly or indirectly;" and 1 How. Ann. St. § 560, prohibits any prosecuting attorney from having the assistance of any counsel "who has received any compensation from any person * * * interested in prosecuting the person charged with felony." *Held*, that these statutes do not prohibit a lawyer from recovering for professional services rendered to a corporation in the preparation and trial of a criminal case set in motion by the complaint of an officer of said corporation. There is no provision in the statute requiring the prosecuting attorney to appear in examinations in criminal cases in justice court except when requested to do so by the examining magistrate (How. Ann. St. § 552); and if plaintiff appeared in the justice court at defendant's request, there is nothing that will preclude him from recovering for the services rendered.

Husband and Wife—Separation—Grounds.—Fitzpatrick v. Fitzpatrick, 47 N. Y. Supp. 737. Under a statute which provides that "cruel and inhuman treatment" shall be ground for separation between husband and wife;" *held*, that proof of angry, contumelious, and degrading reproaches by the husband, applied continuously and without provocation, are sufficient to sustain a decree of separation in favor of the wife without sacrifice of her right of support. That inhumanity may be evinced and cruelty inflicted by verbal outrage as well as by bodily abuse, see *Lutz v. Lutz*, 9 N. Y. Supp. 858; *Straus v. Straus*, 67 Hun. 491, 492, 22 N. Y. Supp. 567; *Atherton v. Atherton*, 82 Hun. 179, 31 N. Y. Supp. 977.

Contracts of Employment—Construction.—Speeder Cycle Co. v. Terters, 48 N. E. (Ind.) 595. Defendant corporation agreed to employ plaintiff until its factory was completed, but discharged him before that time. *Held*, that such a contract constituted a hiring at will, determinable at the election of either party. The rule "*certum est quod certum reddi potest*" applies only where there is some means by computation, measurement, etc., that that which is uncertain may be made certain (*Becker v. R'y Co.*, 46 N. E. 685).