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SUPREME COURT SYLLABUS

No. 21,212. W. H. Aaron and G. W. Goss, Appellees, vs. M. Rothrock and C. B. Dickens, Appellants. Appeal from Montgomery County. AFFIRMED.

Syllabus. By the Court. Mason, J. Where an oil and gas lease is executed to a member of a group of buyers, who makes from time to time, and in such a way that the trustee with notice of the trust acquires no beneficial title against the actual owners.

No. 21,213. Thomas C. Snodgrass and W. J. Firtle, Appellees, vs. Appeal from Morris County. AFFIRMED.

Syllabus. By the Court. West, J. A landowner who has purchased certain land including the triangular piece in the northwest corner of certain land to his two sons, one to have the east half and the west half of the triangular piece, and the other half of the triangular piece to the other son, and the other half of the triangular piece to the other son, and the other half of the triangular piece to the other son.

No. 21,214. The Empire Cream Separator Company, Appellant, vs. F. C. Abbott, Appellee. Appeal from Allen County. AFFIRMED.

Syllabus. By the Court. West, J. Evidence and findings sustained. The later is held not to be inconsistent or unsupported.

No. 21,215. The Joplin & Pittsburg Railway Company, Appellant, vs. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Marshall, J. Where a jury has been properly instructed and the evidence is such that the verdict is supported by the facts.

No. 21,216. John W. Simpson, Appellant, vs. Appeal from Butler County. AFFIRMED.

Syllabus. By the Court. Mason, J. An instrument which described itself as a "will testament," by which the signer transferred to his son and the remainder to his son and the remainder to his son.

No. 21,217. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

No. 21,218. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

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tion within the narrow limits, as well as where it undertakes to extend them too far.

No. 21,177. Noah Neal, Appellee, vs. A. E. Kent, Appellant. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Porter, J. The city ordinance which provides for the collection of a license fee from the city clerk to the district clerk, where both parties without objection filed amended pleadings.

No. 21,178. The Studebaker Corporation, Appellant, vs. W. J. Bell, Appellee. Appeal from Lyon County. AFFIRMED.

Syllabus. By the Court. Porter, J. In an action on a promissory note executed by the defendant to the plaintiff, and two others as sureties, the answer pleaded payment of the note.

No. 21,179. The Topeka National Live Stock Insurance Company, The Central National Mutual Life Insurance Company, et al., and Clay Hamilton, Receiver, Appellees, vs. Appeal from Shawnee County. First Division.

Syllabus. By the Court. Marshall, J. The case was argued in the first division of the court, and the defendant's answer is held to be insufficient.

No. 21,180. The Empire Cream Separator Company, Appellant, vs. F. C. Abbott, Appellee. Appeal from Allen County. AFFIRMED.

Syllabus. By the Court. West, J. Evidence and findings sustained. The later is held not to be inconsistent or unsupported.

No. 21,181. August Burzle, by his next friend, Pauline Burzle, Appellee, vs. The Joplin & Pittsburg Railway Company, Appellant. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Marshall, J. Where a jury has been properly instructed and the evidence is such that the verdict is supported by the facts.

No. 21,182. The First National Bank of Junction City, Plaintiff, vs. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Dawson, J. The Farmers National Bank of Salina, by its receiver, is held to be a party to the judgment.

No. 21,183. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

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gave per se; but to subject the owner of the trolley car to liability for the violation of the city ordinance in a damage suit brought by the owner of the automobile.

No. 21,220. In re The Estate of Howard W. Hevly, In name (Emma E. Hevly, Appellee), vs. M. Miller, as Guardian, Etc., Appellant. Appeal from Shawnee County. Division No. 1. AFFIRMED.

Syllabus. By the Court. Johnston, C. J. Following the rule stated in Hevly, In name (Emma E. Hevly, Appellee), vs. M. Miller, as Guardian, Etc., Appellant.

No. 21,221. Sarah Baird et al., Appellees, vs. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Burch, J. An administrator who appeals to the district court to set aside a judgment rendered by the probate court, and charges the probate court with error in its judgment.

No. 21,222. John P. Stuart et al., (Andrew Neil and David H. Keith, Co-Defendants), Appellants, vs. Appeal from Republic County. AFFIRMED.

Syllabus. By the Court. West, J. The will in question devised the testatrix's property to her husband for life, and provided that at his death "the property is to be sold and divided as follows:

No. 21,223. Leonard H. Appellee, vs. The Atchison, Topeka & Santa Fe Railway Company, Appellant. Appeal from Barber County. AFFIRMED.

Syllabus. By the Court. Burch, J. In an action for damages for delay in transportation, the defendant is held to be liable for the delay.

No. 21,224. The First National Bank of Junction City, Plaintiff, vs. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Dawson, J. The Farmers National Bank of Salina, by its receiver, is held to be a party to the judgment.

No. 21,225. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

No. 21,226. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

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gave full power and discretion to determine whether films and reels offered for its examination and decision are moral and proper, and that its determination is conclusive and not open to review or interference by the courts unless its action is shown to be arbitrary and capricious.

No. 21,227. The Board of Education of the City of Wichita, Plaintiff, vs. L. W. Clapp, as Mayor of the City of Wichita, Defendant. Original Proceeding in Mandamus. WRIT DENIED.

Syllabus. By the Court. Marshall, J. Section 908 of the General Statutes of 1915 has been repealed by chapter 208 of the Laws of 1917.

No. 21,228. James H. Elliott, Administrator, Appellant, vs. Sarah Baird et al., Appellees. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Burch, J. An administrator who appeals to the district court to set aside a judgment rendered by the probate court, and charges the probate court with error in its judgment.

No. 21,229. John P. Stuart et al., (Andrew Neil and David H. Keith, Co-Defendants), Appellants, vs. Appeal from Republic County. AFFIRMED.

Syllabus. By the Court. West, J. The will in question devised the testatrix's property to her husband for life, and provided that at his death "the property is to be sold and divided as follows:

No. 21,230. Leonard H. Appellee, vs. The Atchison, Topeka & Santa Fe Railway Company, Appellant. Appeal from Barber County. AFFIRMED.

Syllabus. By the Court. Burch, J. In an action for damages for delay in transportation, the defendant is held to be liable for the delay.

No. 21,231. The First National Bank of Junction City, Plaintiff, vs. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Dawson, J. The Farmers National Bank of Salina, by its receiver, is held to be a party to the judgment.

No. 21,232. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

No. 21,233. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

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No. 21,234. The Board of Education of the City of Wichita, Plaintiff, vs. L. W. Clapp, as Mayor of the City of Wichita, Defendant. Original Proceeding in Mandamus. WRIT DENIED.

Syllabus. By the Court. Marshall, J. Section 908 of the General Statutes of 1915 has been repealed by chapter 208 of the Laws of 1917.

No. 21,235. James H. Elliott, Administrator, Appellant, vs. Sarah Baird et al., Appellees. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Burch, J. An administrator who appeals to the district court to set aside a judgment rendered by the probate court, and charges the probate court with error in its judgment.

No. 21,236. John P. Stuart et al., (Andrew Neil and David H. Keith, Co-Defendants), Appellants, vs. Appeal from Republic County. AFFIRMED.

Syllabus. By the Court. West, J. The will in question devised the testatrix's property to her husband for life, and provided that at his death "the property is to be sold and divided as follows:

No. 21,237. Leonard H. Appellee, vs. The Atchison, Topeka & Santa Fe Railway Company, Appellant. Appeal from Barber County. AFFIRMED.

Syllabus. By the Court. Burch, J. In an action for damages for delay in transportation, the defendant is held to be liable for the delay.

No. 21,238. The First National Bank of Junction City, Plaintiff, vs. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Dawson, J. The Farmers National Bank of Salina, by its receiver, is held to be a party to the judgment.

No. 21,239. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

No. 21,240. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

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No. 21,241. The Board of Education of the City of Wichita, Plaintiff, vs. L. W. Clapp, as Mayor of the City of Wichita, Defendant. Original Proceeding in Mandamus. WRIT DENIED.

Syllabus. By the Court. Marshall, J. Section 908 of the General Statutes of 1915 has been repealed by chapter 208 of the Laws of 1917.

No. 21,242. James H. Elliott, Administrator, Appellant, vs. Sarah Baird et al., Appellees. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Burch, J. An administrator who appeals to the district court to set aside a judgment rendered by the probate court, and charges the probate court with error in its judgment.

No. 21,243. John P. Stuart et al., (Andrew Neil and David H. Keith, Co-Defendants), Appellants, vs. Appeal from Republic County. AFFIRMED.

Syllabus. By the Court. West, J. The will in question devised the testatrix's property to her husband for life, and provided that at his death "the property is to be sold and divided as follows:

No. 21,244. Leonard H. Appellee, vs. The Atchison, Topeka & Santa Fe Railway Company, Appellant. Appeal from Barber County. AFFIRMED.

Syllabus. By the Court. Burch, J. In an action for damages for delay in transportation, the defendant is held to be liable for the delay.

No. 21,245. The First National Bank of Junction City, Plaintiff, vs. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Dawson, J. The Farmers National Bank of Salina, by its receiver, is held to be a party to the judgment.

No. 21,246. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

No. 21,247. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

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No. 21,248. The Board of Education of the City of Wichita, Plaintiff, vs. L. W. Clapp, as Mayor of the City of Wichita, Defendant. Original Proceeding in Mandamus. WRIT DENIED.

Syllabus. By the Court. Marshall, J. Section 908 of the General Statutes of 1915 has been repealed by chapter 208 of the Laws of 1917.

No. 21,249. James H. Elliott, Administrator, Appellant, vs. Sarah Baird et al., Appellees. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Burch, J. An administrator who appeals to the district court to set aside a judgment rendered by the probate court, and charges the probate court with error in its judgment.

No. 21,250. John P. Stuart et al., (Andrew Neil and David H. Keith, Co-Defendants), Appellants, vs. Appeal from Republic County. AFFIRMED.

Syllabus. By the Court. West, J. The will in question devised the testatrix's property to her husband for life, and provided that at his death "the property is to be sold and divided as follows:

No. 21,251. Leonard H. Appellee, vs. The Atchison, Topeka & Santa Fe Railway Company, Appellant. Appeal from Barber County. AFFIRMED.

Syllabus. By the Court. Burch, J. In an action for damages for delay in transportation, the defendant is held to be liable for the delay.

No. 21,252. The First National Bank of Junction City, Plaintiff, vs. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Dawson, J. The Farmers National Bank of Salina, by its receiver, is held to be a party to the judgment.

No. 21,253. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

No. 21,254. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

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gave full power and discretion to determine whether films and reels offered for its examination and decision are moral and proper, and that its determination is conclusive and not open to review or interference by the courts unless its action is shown to be arbitrary and capricious.

No. 21,255. The Board of Education of the City of Wichita, Plaintiff, vs. L. W. Clapp, as Mayor of the City of Wichita, Defendant. Original Proceeding in Mandamus. WRIT DENIED.

Syllabus. By the Court. Marshall, J. Section 908 of the General Statutes of 1915 has been repealed by chapter 208 of the Laws of 1917.

No. 21,256. James H. Elliott, Administrator, Appellant, vs. Sarah Baird et al., Appellees. Appeal from Cherokee County. AFFIRMED.

Syllabus. By the Court. Burch, J. An administrator who appeals to the district court to set aside a judgment rendered by the probate court, and charges the probate court with error in its judgment.

No. 21,257. John P. Stuart et al., (Andrew Neil and David H. Keith, Co-Defendants), Appellants, vs. Appeal from Republic County. AFFIRMED.

Syllabus. By the Court. West, J. The will in question devised the testatrix's property to her husband for life, and provided that at his death "the property is to be sold and divided as follows:

No. 21,258. Leonard H. Appellee, vs. The Atchison, Topeka & Santa Fe Railway Company, Appellant. Appeal from Barber County. AFFIRMED.

Syllabus. By the Court. Burch, J. In an action for damages for delay in transportation, the defendant is held to be liable for the delay.

No. 21,259. The First National Bank of Junction City, Plaintiff, vs. Appeal from Johnson County. AFFIRMED.

Syllabus. By the Court. Dawson, J. The Farmers National Bank of Salina, by its receiver, is held to be a party to the judgment.

No. 21,260. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.

No. 21,261. The State of Kansas, ex rel. Herbert E. Adams, County Attorney of Reno County, Kansas, Plaintiff, vs. The City of Hutchinson and Clay Township, Reno County, Kansas, Defendants. Original Proceeding in Quo Warranto. AFFIRMED.

Syllabus. By the Court. Mason, J. The state may maintain quo warranto against a city for the purpose of determining its true boundary, where its limit exceeds its territorial jurisdiction.