

ing to test, the accuracy of their statements as to the value and usefulness of the property in question.

Now, gentlemen, you will take the case, and determine it as the evidence, when applied in accordance with the instructions of the court, may require. Again, I say to you that the first question is, was the plaintiff's property injured by the construction of this viaduct? If it was, and if the benefits, if any, are not equal to or greater than the injury, then the plaintiff is entitled to recover. If it has not been so injured, or if the benefits directly resulting to the property from the construction of the viaduct, are equal to or in excess of the injury, then the defendant should have your verdict. If you find the plaintiff entitled to recover, you will assess its damages in accordance with the rule the court has stated on the subject. The plaintiff is not, in any event, entitled to damages in excess of the amount laid in the declaration, which is \$50,000, and no greater damages should be allowed than the plaintiff has actually sustained. You understand that the plaintiff was the owner of the property in question before the construction of the viaduct, having acquired it in 1882. The viaduct was begun in November, 1883, and completed in November, 1884, and the approaches on Chicago avenue and Halsted street, together with the iron bridges, are considered as constituting one improvement or piece of work.

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**CAMBRIA IRON Co. v. LACLEDE WIRE & FENCE Co. (TURNER, Intervenor.)<sup>1</sup>**

(*Circuit Court, E. D. Missouri.* February 5, 1886.)

1. CORPORATIONS—LIEN FOR WAGES UNDER SECTION 761, REV. ST. MO.—ATTACHMENT.  
The lien of an employe of a corporation, under section 761, Rev. St. Mo., for wages, is superior to that of a general creditor who attaches after such wages fall due.
2. SAME.  
An assignment of the claim will pass the lien.

At Law. Demurrer to intervening petition.

The petition states, in substance, that the Laclede Wire & Fence Company is indebted to the petitioner for work and labor done by him, and also for work and labor performed by others who have assigned their claims to him for value, no claim being for more than \$60; that after said indebtedness accrued the above-entitled case was instituted by attachment, and all the available property of the defendant seized; that the property so seized remained in the

<sup>1</sup>Reported by Benj. F. Rex, Esq., of the St. Louis bar.

marshal's hands until judgment was recovered in said suit, and an execution levied upon it; that said property has been sold under said execution; and that before said sale took place the intervenor notified both the Cambria Iron Company and said marshal of his claims. Wherefore the petitioner prays that said marshal be ordered to pay and satisfy the petitioner's demands before satisfying said execution.

*Paul Coste*, for intervenor.

*Taylor & Pollard*, for plaintiff.

TREAT, J. Under the agreed statement of facts there is only one question to be determined, viz., whether the lien of an attachment, after wages earned, cuts off the demand for said wages under section 761, Rev. St. Mo. The obvious purpose of such statute is to make the property of a corporation specially subject to the wages therein named, unless there was, prior to the earning of said wages, a specific lien. A subsequent lien by attachment does not deprive the laborer for wages earned, from priority of right therefor.

Demurrer to intervening petition overruled. Payment ordered to the intervenor of the balance in the hands of the marshal, less the costs of said intervention.

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*Ex parte* HIBBS.

(District Court, D. Oregon. February 4, 1886.)

1. CRIMINAL LAW—INDICTMENT—JOINDER OF OFFENSES—TRIAL AND PUNISHMENT THEREFOR.

When two or more distinct offenses are joined in one indictment, under section 1024 of the Revised Statutes, or two or more indictments therefor are consolidated, the jury may find the defendant guilty of one charge and not of another, and may find a verdict as to one or more of the charges, and be discharged from the consideration of the remainder, on which the defendant may be thereafter tried as if a jury had not been impaneled in the case; and the defendant may be sentenced to receive the maximum punishment for each offense or charge of which the jury may find him guilty.

2. EXTRADITION—WARRANT OF EXTRADITION—INTERPRETATION OF.

A warrant of extradition allowed by the Dominion government, under the tenth article of the treaty of 1842 with Great Britain, recited that the party was accused of the crime of forgery, and had been committed for extradition thereon, without saying what forgery. *Held*, that resort might be had to the proceedings before the committing magistrate, and his report, on which the warrant issued, to ascertain what and how many forgeries the extradition was intended to apply to or include.

3. SAME—FOR WHAT CRIME AN EXTRADITED PERSON MAY BE TRIED.

The treaty aforesaid is not only a contract between the government of Great Britain and the United States, but it is also the law of this land; and a person extradited under it cannot be detained or tried here for a crime, unless enumerated therein and included in the warrant of extradition; and he may, if occasion require, invoke the treaty in any judicial proceeding as a protection against such detention or trial.