

Sec. 15. The Board of Regents are empowered to invest the proceeds of said sales in "bonds issued by the Territory of Utah or bonds issued by counties, cities and school districts in said Territory." All securities acquired with said fund shall be taken and held in the name of the University of Utah, and collected, discharged and released in that name.

Sec. 16. All proceeds of sales of lands aforesaid shall, without diminution, remain and constitute a fund for the benefit of the University of Utah, and no part of said fund shall be expended for any purpose whatever, but shall be held for investment and reinvestment perpetually as a separate fund, but all interests accruing from said investment of said fund may be used for the general maintenance of said University.

Sec. 17. It shall be the duty of the board of regents on the first Monday in January in each year to report all sales in duplicate, showing the lands sold, for what price sold, what payments have been made, what credits given the investments made, and the amount of cash belonging to said fund on hand. They shall file one duplicate in the office of the Secretary of the Territory and one in the office of the Territorial auditor of public accounts.

Sec. 18. At the beginning of each regular session of the Legislature the board of regents shall make the governor and Legislative Assembly of the Territory of Utah a full report, showing the lands sold, to whom, the price paid, the amount paid and unpaid, the amount and description of the lands unsold, the disposition and investment of the money realized from sales of said land, the amount of interest received and the general conditions of the lands and fund; and they shall also make to the governor and Legislative Assembly such further amended and supplemental reports as said Legislature or any committee appointed by said Legislature to examine the transactions of the board of regents may require.

Sec. 19. The members of the board of appraisers, for their services as such appraisers, shall receive compensation at the rate of five dollars per day for each day actually given to appraisal or other necessary service rendered in the performance of their duties under this act. They shall also be allowed all other expenses actually and necessarily incurred in the performance of their duties herein imposed upon them. They shall file in the office of the Territorial auditor an itemized account of such services and expenditures verified by their oath. Upon the filing of said account said auditor shall issue a warrant upon the Territorial treasurer therefor.

Sec. 20. The surveyors herein provided for shall file an itemized account approved and allowed by the commissioners to locate University lands, with the Territorial auditor, who shall thereupon issue a warrant upon the Territorial treasurer therefor.

Sec. 21. The chancellor and board of regents are hereby given full power and authority to make all needful rules and regulations not conflicting herewith to carry out the purposes of this act.

Sec. 22. The board of regents shall not receive any compensation for per-

sonal services, but they may be paid actual expenses incurred in transacting the business.

Sec. 23. There is hereby appropriated from the Territorial treasury the sum of five thousand dollars for the purpose of defraying the expenses to be incurred in carrying into effect the provisions of this act, to be drawn as herein provided, and only so much thereof as may be necessary shall be expended.

Sec. 24. This act shall be in effect from and after its approval.

Approved March 10, 1892.

THE BOARD OF EDUCATION.

The Salt Lake City School Board met last night, vice-President Nelson in the chair. The members present were Alf, Baldwin, Pike, Raybould, Young, Newman, Duke and Pratt.

After the minutes of the meeting of the 14th inst. had been read and approved, the following business was transacted:

SITE PROPOSITIONS.

The following communications were read and referred to the committee on sites and buildings:

To the Honorable Board of Education.

I will sell, for cash, the property situate on the corner of First South and Twelfth East, being the northeast corner of block 30, plat F, 230x130, for \$8510.

J. H. WINBLOW.

To the Honorable Board of Education:

We will sell 10x17½ rods on any corner of block 46, plat C, that you may desire for \$8300, said site to be surrounded by streets on three sides and an alley on the fourth, or we will sell 9x17½ rods on southeast corner (Second South and Seventh West) for \$8300 and fill same to grade.

GEORGE E. BLAIR.

TITLES.

The same committee, submitted the opinion of Williams & Van Cott as to the title of lots in the tract offered by Whittemore et al., on the corner Second South and Seventh West, 140x297. On motion of Mr. Baldwin the report was re-referred to the committee on sites, with instructions to procure opinion of the attorneys as to the title of the other tracts offered for sale.

REFUNDING TAXES.

The finance committee reported that the refunding of the special school tax was commenced on Wednesday and on the first day 257 checks, amounting to \$6287.15, was paid out; on the second day (yesterday) 300 checks, amounting to \$8965.04; the two days, 557 checks, covering 793 tax receipts and amounting to \$15,252.19. Received and filed.

APPROPRIATIONS.

The following bills were reported by the finance committee for payment:

John P. Isaacs, school site.....	\$12,000 00
F. E. McGurra, typewriting.....	105 00
Gale & Wood, supplies.....	8 25

Total.....\$12,113 25

The *Christiania Evening Post* has received information that Kaiser William will arrive July 9 at Bode, aboard the "Hohenzollern." From there he goes to Skaaro, where he intends to board a whaler and participate in the catching of whales.

RECENT LEGAL DECISIONS.

The following are embraced in a "law column" published by a journal entitled *Fabrics Fancy Goods and Notions*:

Transfer of note on forged endorsement.

Where the lawful custodian of a note, payable to the order of a particular payee, forges the payee's name and transfers the note to an innocent purchaser for value, the latter acquires no title as against the payee.

Roach vs. Woodall, Supreme Court of Tennessee, 48 S. W. Rep., 407.

Damages for non-delivery of goods.

Where goods are purchased by a merchant, and part of the order is not delivered, he cannot recover damages for such non-delivery unless he shows that he has had an opportunity to make sales which he was thereby prevented from making, or has otherwise suffered actual damage from the breach of contract.

Wachamith vs. Hall, Supreme Court of Colorado, 28 Pac. Rep. 17.

Liability for accident.

Where a person is injured by an accident occurring while the employee of another are engaged in work upon his premises, he may recover if the injury resulted from the negligence of the workmen. But if it was an unavoidable accident, untainted with negligence, he is entitled to no damages.

Steen v. Williamson, Supreme court of California, 88 Pac. Rep., 52.

Liability for employee's security deposit.

Where a clerk deposits money with his employer to be held as security for the faithful discharge of his duties, the employer's failure to return the money does not constitute embezzlement, since the deposit creates a debt and not a trust. Where the clerk is employed for a month, he is not entitled to a return of the deposit before the end of the month, unless his employer has in the mean time employed another person in his stead.

Mulford v. People, Supreme Court of Illinois, 28 N. E. Rep., 1095.

Sale of goods under description.

Where goods are ordered and sold by a trade designation which imports a certain grade of the goods, and without inspection by the buyer, there is an implied warranty by the seller that the goods are of the quality indicated. And where the nature of the transaction is such that the selection of the particular articles is necessarily left to the seller, if he knows the use for which they are intended it is his duty to select those which are best adapted to that use.

Morse v. Union Stock yards, Supreme Court of Oregon, 28 Pac. Rep. 2.

Damages for refusal to accept goods bought.

A firm bought a carload of goods to be shipped and paid for on delivery. The seller shipped the car and forwarded a draft. The draft was presented before the car arrived, and payment was refused, and the buying firm notified the seller that he had violated the contract by demanding payment before the delivery of the goods, and that they would not accept the goods when they arrived. When the car ar-