tinction between contracts for personal services and other contracts in general, a distinction which has been generally recognized, yet, according to the Kansas Supreme Court in *Duncan* v. *Duncan*, 21 Kan. 99, one not based upon reason. The court maintains that where the master receives a benefit from the labor, and either from choice or necessity retains it, he should pay what it is reasonably worth the same as in any other kind of a contract.

MORTGAGES—PASSING OF AFTER ACQUIRED TITLE.—S. gave a mortgage upon property which he did not own at the time the mortgage was executed, but to which he subsequently acquired title. The granting clause of the mortgage was as follows:—"I also bargain, sell and convey * * * all right, title and interest that I may have in and to the mineral lands, etc. Sec. 3421, Ala. Code, 1907, provides that "In all conveyances of estates in fee the words 'grant,' 'bargain,' 'sell,' or either of them must be construed, unless it otherwise clearly appears from the conveyance, an express covenant," etc. Plaintiff sought to foreclose the mortgage, claiming that the title acquired subsequent to the execution of the mortgage inured to his benefit. *Held,* that although the words of the statute were used it otherwise clearly appeared from the terms of the instrument that no covenant of warranty was intended and the after acquired title did not inure to the benefit of the mortgagee. *Vary* v. *Smith et al.,* (1909), — Ala. —, 50 South. 187.

Under statutes in several states an after acquired title may be passed by less than a warranty deed. *Van Rensselaer* v. *Kearney,* 52 U. S. (11 How.) 297; *Tilton* v. *Flormann,* (S. D.), 117 N. W. 377; *Bradley Estate Co.* v. *Bradley et al.,* 97 Minn. 130, 106 N. W. 110. The same holds for mortgages, and an express covenant of warranty is not necessary to pass an after acquired title. *Kirkaldie* v. *Larrabee,* 31 Cal. 456; *Bernardy* v. *Colonial & U. S. Mortgage Co.,* 17 S. D. 637, 98 N. W. 166, 106 Am. St. Rep. 791; *Clark* v. *Baker,* 14 Cal. 612, 76 Am. Dec. 449 and note. Where the conveyance is in the general form of a quit claim deed, as in the principal case, the courts of states with statutes similar to that of Alabama differ in their decisions. It seems that if the conveyance purports to pass a fee it will pass an after acquired title. *Garrett* v. *Christopher,* 74 Tex. 453, 12 S. W. 67, 15 Am. St. Rep. 850. *Bogy* v. *Shoab,* 13 Mo. 366. It is in determining whether a given conveyance purports to pass a fee that the courts differ. Where a quit-claim deed recited that it remised, released and quit-claimed to the grantee certain lands "To have and to hold the premises unto the said (Grantee) and his heirs and assigns forever" it was held that the conveyance purported to pass a fee and the after acquired title would pass. *West Seattle Land & Improvement Co.* v. *Novelty Mill Co.,* 31 Wash. 435. See also *Garrett* v. *Christopher,* supra; *Balch et al.* v. *Arnold, et al.,* 9 Wyo. 17; *Field* v. *Columbet,* 4 Sawy. 523, Fed. Cas. No. 4764. On the other hand where the grantor "granted, sold, and conveyed the right, title and interest in and to the land—to have and to hold the described lands to him and his heirs and assigns forever," the court held that the conveyance did not pass a fee expressly or by implication and the grantor was not estopped from setting up an after acquired title. *Pendill* v. *Marquette Co. Agricultural Soc.,* 95 Mich.

491. Also see *State* v. *Kemmerer,* 15 S. D. 504. *Derrick* v. *Brown,* 66 Ala. 162; *Frink* v. *Rarst,* 14 Ill. 304, 58 Am. Dec. 575, overruling *Doe d. Frisby* v. *Ballance,* 2 Gilman 141; *Reynolds* v. *Shaver,* 59 Ark. 299, 27 S. W. 78, 43 Am. St. Rep. 36. These two lines of authorities are apparently in conflict. The decision in question is in harmony with the latter line, following a previous decision of its own court, *Derrick* v. *Brown,* supra.

MUNICIPAL CORPORATIONS—DELEGATION OF POWERS—MONEY TO COVER EXPENSE OF MAKING INVESTIGATIONS PLACED AT DISPOSAL OF MAYOR.—The common council passed a resolution appropriating money and placing it at the disposal of the mayor to make extensive investigations and directing the city controller to pay out of said appropriation any bills presented and approved by the mayor. Thereupon the complainant sought an injunction against the common council, mayor, controller, and treasurer, on the ground that it was unlawful to expend money for this purpose. The defense was on the broad ground of public policy. *Held,* that "this provision is in contravention of mandatory provisions of the city charter and is therefore illegal and void." *Attorney General ex rel. Maguire* v. *Murphy,* (1909), — Mich. —, 122 N. W. 260.

The right of a corporation to delegate its powers to another is now generally recognized, provided the state has expressly authorized the delegation of such powers by the corporation. *City of Brooklyn* v. *Breslin et al.,* 57 N. Y. 591. And it is also well settled that in the absence of such express authority, the council must itself exercise all discretionary powers. DILLON, MUNICIPAL CORP., Ed. 2, §60. *The City of Kankakee* v. *Potter et al.,* 119 Ill. 324. *Collins* v. *Holyoke,* 146 Mass. 298. However as indicated in the able dissenting opinion there is good reason for sustaining the action of the council on the ground of public policy. In the principal case the money was to be expended for acquiring information for the benefit and guidance of the council in its determination of public questions of the utmost importance and also to provide for the legitimate expense of the mayor in the performance of duties which the council had imposed on him. No public right was involved. The controller had no authority to pay money upon the certificate of the mayor alone, and the court had found that the mayor intended to have his bills allowed in accordance with the provisions of the city charter. Under such circumstances there would seem to be no reason for interfering with the municipality in dealing with such a purely local matter. *Attorney General* v. *Detroit,* 26 Mich. 264. Judge COOLEY speaking for the court in *Port Huron* v. *McCall,* 46 Mich. 565 says:—"There is a principle of law that municipal powers are to be strictly interpreted, and it is a just and wise rule. Municipalities are to take nothing from the general sovereignty except what is expressly granted; but when a power is conferred which in its exercise concerns only the municipality, and can wrong or injure no one, there is not the slightest reason for any strict or literal interpretation with a view to narrowing its construction. If the parties concerned have adopted a particular construction not manifestly erroneous, and which wrongs no one, and the state is in no manner concerned, the construction ought to stand. That