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Abstracts of Cases Decided by the Kentucky Court of Appeals

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- (5) *City of Henderson v. Barrett's Executor*, *supra*.
- (6) *City of Louisville v. Tatum, Embry, & Co.*, 111 Ky. 747, 64 S. W. 836, 23 Ky. L. Rep. 1014.
- (7) See *Meguiar v. Helm*, 91 Ky. 19, 14 S. W. 949, 12 Ky. L. Rep. 751.
- (8) See *Franklin County Court v. Deposit Bank*, 87 Ky. 370, 383.
- (9) *Commonwealth v. Fidelity Trust Co.*, 147 Ky. 77, 143 S. W. 1037.
- (10) This does not apply to shares in national banks, the situs of the stock being fixed by federal statute at the place where the bank is located. *Quaere*: could a state in chartering a corporation so fix the situs of its shares of stock that another state could not apply to them the doctrine that the situs of intangible personalty is at the domicile of the owner?
- (11) *Commonwealth v. Fayette Building Association*, 71 S. W. 5, 24 Ky. L. Rep. 1223.
- (12) *Kentucky Statutes*, section 4273a.
- (13) 2 *Debates* 2564.
- (14) *Id.* 2696.
- (15) *Id.* 2702.
- (16) *Id.* 2799.
- (17) *Id.* 2818.
- (18) *Id.* 2837-2838.
- (19) *Henderson Bridge Co. v. Commonwealth*, 99 Ky. 623, 31 S. W. 486, 17 Ky. L. Rep. 389, 29 L. R. A. 73, *Affirmed*, 166 U. S. 150.
- (20) *Deposit Bank v. Davies County*, 102 Ky. 174, 39 S. W. 1030, 1041, 19 Ky. L. Rep. 248.
- (21) *Commonwealth v. Bank of Commerce*, 118 Ky. 547, 81 S. W. 679, 26 Ky. L. Rep. 407.
- (22) *Commonwealth v. Home & S. F. Co.*, 127 Ky. 537, 106 S. W. 221, 32 Ky. L. Rep. 435.

REUBEN B. HUTCHCRAFT.

ABSTRACTS OF CASES DECIDED BY THE KENTUCKY COURT OF APPEALS.

Stratton v. Northeast Coal Company.

Decided April 23, 1915. Appeal from Floyd Circuit Court.

Master and Servant. The mere fact that a servant receives an injury while engaged in the service of the master, does not make the master responsible for the damages. It is a well settled principle,

that one can not recover damages, unless the negligence relied upon for the recovery is the proximate cause of the injury.

Before an employee can recover damages from his employer, he must show that his injury was caused by some negligence of the employer, or some other servant of the employer, whose negligence can be imputed to the employer.

It is the duty of the master to provide the servant a reasonably safe place in which to work, but this rule does not apply where the work the servant is performing makes the place of his work dangerous.

Mearns v. Commonwealth.

Decided April 21, 1915. Appeal from Montgomery Circuit Court.

Drunkness as Defense or in Mitigation of Crime.—Where an act, itself, constitutes the offense, drunkness is no excuse for its commission, but, where, in order to constitute the offense, the act must be combined with the intent of the accused, then drunkness may be offered as a defense, or in mitigation of the offense.

Larceny—Drunkness as Defense.—To constitute the crime of larceny, the taking of the property must be with the intent to wrongfully deprive the owner of the possession and use of it, and with the intent to convert it to the use and ownership of the accused, and it is a defense to an accusation of guilt of such crime, that the accused was, too, drunk to be capable of entertaining such intent.

Daniels, et al. v. Runyons.

Decided April 23, 1915. Appeal from Pike Circuit Court.

Bills and Notes—Merger of Into Judgment.—In a suit on a note where judgment is rendered, the note is merged in the judgment, and suit may not thereafter be maintained on the note; but where a second suit is instituted on the note and personal judgment rendered thereon to which there is no exception, and from which there is no appeal the defendant in the same action, subjecting her property to the payment of the note.

Under the provisions of Section 212 of the Civil Code an attachment binds the defendant's property in the county where it is issued, which might be seized under an execution from the time of the delivery of the order to the sheriff just as an execution would; and the lien thereby acquired may be thereafter perfected by an actual levy upon the property.

Deeds—Execution of Without Delivery.—The mere execution of a deed by a grantor without delivery to the grantee or anyone for him, passes no title.