of the public 'need be such only as the public wants demanded.' City of Waterloo v. Union Mill Co., 72 Iowa, 437, 34 N. W. 197."

In Town of Derby v. Alling, 40 Conn. 410, 432, the court said:

"The first point made by the respondents is, that, in legal construction, the operation of the deed is confined to Third street as then actually used and traveled, and does not extend to the whole of Third street as delineated on the map. On this point, we think, the respondents are clearly wrong. The map is expressly referred to in the deed, and by reference is made part of it. We think, therefore, that the deed must be construed as embracing all the land which is included within the limits of the street as delineated on the map. * * * Where * * * a paper city is laid out as an entire thing, the dedication of all the streets to the public is entire; and, when the public act upon such dedication, the acceptance of part may, and in general will be, construed as an acceptance of the whole as an entirety. The public enter upon a part in the name of the whole, to enjoy the parts as from time to time such enjoyment of them becomes necessary. This is carrying into effect the manifest intent of the grantor, and of those for whose benefit the grant is made; and we see no difficulty in allowing this intent to prevail, and to call it a dedication in præsenti to be carried into effect in futuro. * * * We feel no hesitation, therefore, in holding upon the facts appearing in the record, and upon the deed in connection with these facts, that Messrs. Phelps and Smith made an irrevocable dedication of the whole of Third street to the public for the use of the highway, not, however, to be necessarily opened and worked immediately, but to be opened whenever, within a reasonable time thereafter, the opening of it to its full extent should be required, and that the acceptance of the deed by the town, * * * of the portions of the street which were opened, is a constructive acceptance of the dedication of the entire street."

The fact that only a portion of Fallon street, as marked upon the map, was opened up and used, and that there was a nonuser of the other portion for a number of years, does not, under the well-settled principles of the decided cases upon this subject, devest or impair the right of the public to open up and use the remaining portion of the street dedicated and accepted as a public street whenever the exigencies of the public travel, and the wants and needs of the community, require it. Barclay v. Howell, 6 Pet. 498, 506; Grogan v. Town of Hayward, 4 Fed. 161, 164; Coffin v. City of Portland, 27 Fed. 412, 420; Taraldson v. Town of Lime Springs (Iowa) 60 N. W. 658; Town of Lake View v. Lebahn (Ill. Sup.) 9 N. E. 269, 272; Heitz v. City of St. Louis, 110 Mo. 618, 625, 19 S. W. 735; Flersheim v. City of Baltimore (Md.) 36 Atl. 1098.

3. Under the laws of some of the states, the fact that appellant had been in the actual possession of the land for such a length of time as is shown in this case would have enabled it to recover upon the plea of adverse possession; but in California the law is well settled that no one can acquire by adverse possession, as against the public, the right to obstruct a street dedicated to public use, and thus prevent the use of it as a public highway. Hoadley v. City and County of San Francisco, 50 Cal. 265, 274; People v. Pope, 53 Cal. 437, 450; City of Visalia v. Jacob, 65 Cal. 434, 4 Pac. 433; San Leandro v. Le Breton, 72 Cal. 170, 177, 13 Pac. 405. Where this rule prevails, the authorities are all to the effect that when the land has been dedicated to, and accepted by, the public, it becomes irrevocable; and mere lapse of time, or the making of valuable improvements thereon, constitutes no defense whatever. Buntin v. City of Dan-

ville, 93 Va. 200, 208, 24 S. E. 830; Ham v. Council, supra; Taraldson v. Town of Lime Springs, supra; Mayor, etc., v. Frick, 82 Md. 77, 86, 33 Atl. 435; Elliott, Roads & S. 667, 670.

We do not understand appellant to claim that the statute of limitations can be pleaded as a defense. But the suggestion is made that the land in controversy was fenced by the owners in 1855, and that ever since 1858 it has been occupied as a private residence, and that this use, which is inconsistent with the theory of dedication, is in itself a revocation of the offer to dedicate. But this suggestion is shorn of all its strength by the unquestioned fact that the land was dedicated and accepted long prior to 1855, and before any use was made of the ground inconsistent with the theory of dedication. The facts are that the dedication and acceptance became complete in 1853, and the owners of the land could not thereafter revoke the dedication previously made.

The case of People v. Reed, 81 Cal. 70, 22 Pac. 474, hereinbefore referred to, is not in opposition to the views herein expressed. It is based upon an entirely different state of facts, and has no application to this case.

In Wolfskill v. Los Angeles Co., 86 Cal. 405, 412, 24 Pac. 1094, 1096, the court, after quoting from the Reed Case, said:

"That case was decided in bank, and the principles there laid down, and here affirmed, furnish ample protection to this plaintiff, and to all others whose lands have been platted into streets, lots, and blocks, against any claims of the public to streets and highways of which the offer of dedication has not in some form been accepted by the public authorities. But in the Reed Case, as before stated, there was never an offer of dedication, for the reason that the map was never recorded. Some time after the map was made, the land in controversy in that case was actually inclosed, and substantial buildings erected thereon; and the same were occupied for more than twenty years before there was any attempt made to accept what was claimed to have been, by reason of the making of the map, an offer of dedication. The court held, not only that there had been no offer of dedication to be accepted, but also that even if the making of the map, without recording the same, and the sale of lots according to the same, had been an offer of dedication, there had been a withdrawal of the offer more than twenty years before the attempted acceptance. The facts of that case are so unlike those here developed that the case is not in point."

The same distinction is again referred to, at considerable length, in Archer v. Salinas City, 93 Cal. 54, 28 Pac. 839.

With reference to People v. Reed and some of the other California cases cited by appellant, we adopt, as applicable to the case in hand, the language of the court in People v. Hibernia Savings & Loan Soc., supra:

"Quite a number of cases involving the dedication of streets and highways have recently been decided by this court. The facts in no two of them were exactly alike, and some of them were of difficult solution. But in none of these cases were any principles stated with which the conclusion of the court in the case at bar at all conflicts."

4. In arriving at the conclusions above stated, we have not overlooked the argument of counsel based upon the fact that appellant introduced in evidence the certificate of the city engineer to show that the east line of the Peralta patent, which, being a Spanish grant, is presumed to follow the line of high tide, is at no point less than 500

feet distant from the east line of block 166. This testimony, if admissible, might tend to show that the Kellersberger map does not correctly delineate the line of the marsh or ordinary high tide. We fail to see any substantial reason why such evidence should be allowed to destroy the force and efficacy shown by the adoption of the map, which, in our opinion, furnishes the only safe guide for the court to follow in the determination of the questions involved herein. If appellant owns the land for 500 feet east of the easterly line of Fallon street, that cuts no more figure in the case, with reference to the dedication, than the fact that appellant's grantors own the land northerly of the streets laid down on the map. The only dedication that was made was of the blocks and streets designated on the map. It shows a vacant space for Fallon street. We have nothing to do with any of the outside lands. The map shows the condition of affairs as they existed at the time the dedication was made; and, as the map was referred to in the deeds of the owners of the lands, no outside testimony of descriptions in patents for outside lands, not included upon the maps, should be allowed to change the dedication of streets as shown upon the map.

5. Finally, it is claimed that, in any view of the case, the judgment of the circuit court is erroneous, in this, to wit: That the scale of the Kellersberger map shows that the narrow strip of land on Fallon street north of Tenth street, as delineated on the map, is not over 40 or 50 feet wide, and the line of marsh, or high tide, is not, therefore, 80 feet distant from the north half of block 166, according to the scale of the map; and, as the city only claims a dedication to the marsh line, it has obtained a judgment for more than the evidence shows it is entitled to. With reference to this point, but little need be said. In the nature of the case, and from the character of the map, it should not be expected that the various thread lines intended to mark the marsh line would be as perfect as the lines of the street. The testimony of the city engineer, and of other witnesses who had been residents of Oakland for many years, shows that Fallon street opposite block 166 is over 80 feet wide,—about 88 or 90,—to the marsh line.

Upon the whole case, we are of opinion that the judgment of the circuit court is correct; and it is therefore affirmed, with costs.

DEXTER SAV. BANK v. FRIEND.

(Circuit Court, S. D. Ohio, W. D. November 26, 1898.)

No. 5,125.

1. CORPORATIONS—NEGOTIABLE PAPER—AUTHORITY OF OFFICER.
   A negotiable note executed in the name of a corporation by an officer or agent having no authority to issue such paper in its behalf is void, but, if the officer or agent had authority to issue notes of the corporation for any purpose, such note is valid and enforceable against the corporation in the hands of a bona fide holder, though executed for an unauthorized purpose.
2. SAME—LIABILITY OF OFFICER FOR UNAUTHORIZED ACTS.
   An officer of a corporation, who executes negotiable notes in the name of the corporation, is liable to a bona fide purchaser of the notes in an