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### NOTES OF CASES.

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DEEDS—ACKNOWLEDGMENTS—LEX LOCI.—The law of the place where the land is located, respecting the privity examination of a married woman, and not that of her residence, is held, in *Smith v. Ingram* (N. C.), 61 L. R. A. 878, to govern in determining the validity of her deed of real estate.

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NEGLIGENCE—LANDLORD AND TENANT—LIABILITY TO THIRD PERSONS.—The owner of a structure to be used as a toboggan slide at a bathing resort is held, in *Barrett v. Lake Ontario Improv. Co.* (N. Y.), 61 L. R. A. 829, to be liable for resulting injuries in case a person attempting to use it falls from it by reason of insufficiency of the railing, although it is in possession of a tenant.

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JOINT TORT-FEASORS—SETTLEMENT WITH ONE—EFFECT.—A settlement with part of several joint tort-feasors which expressly reserves the right to pursue the others is held, in *Gilbert v. Finch* (N. Y.), 61 L. R. A. 807, not to be technically a release which will discharge the other tort-feasors from liability.

Compare *McBride v. Scott*, *ante*, p. 827.

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NATIONAL BANK—USURY.—The deducting of interest at an unlawful rate by a national bank from the amount placed the credit of one for whom a note is discounted, is held, in *Citizens' National Bank v. Gentry* (Ky.), 56 L. R. A. 673, not to be a payment of unlawful interest which will sustain an action to recover double its amount under the Federal statute, but to be merely a taking, receiving, or charging of such interest under a clause relating to forfeiture.

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COURTS—JURISDICTION—AMOUNT IN DISPUTE.—The matter in dispute in an injunction suit brought to restrain the seizure of a homestead on execution is held, in *Speyrer v. Miller* (La.), 61 L. R. A. 781, to be the homestead, and not the amount of the judgment sought to be executed.

The other cases as to amount in dispute in case of injunction against the enforcement of liens or claims against specific property are discussed in a note to this case.

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NOTICE—VALIDITY OF TELEGRAPHIC DELIVERY.—A message containing a notice of the sanction of a writ of *certiorari*, and of the time and place of hearing, signed by the plaintiff in *certiorari*, or by another as his attorney, and sent by telegraph and properly delivered in writing, is held, in *Western U. Telcg. Co. v. Bailey* (Ga.), 61 L. R. A. 933, to be a sufficient notice.

The other cases as to validity of notice sent by telegraph are considered in a note to this case.

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EMINENT DOMAIN—INCREASED DAMAGES FOR INCREASED RIGHT OF WAY.—Injuries caused by the widening of the canal are held, in *Mullen v. Lake*

*Drummond Canal & W. Co.* (N. C.), 61 L. R. A. 833, not to be included in the original condemnation of the right of way for the canal so as to prevent the subsequent recovery of damages for them.

The other cases on the construction and operation of canals are collated in an elaborate note to this case.

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WHARVES AND DOCKS—LIABILITY FOR SAFETY OF.—The mere fact that a vessel owner has to go through mud to reach a berth in a dock is held, in *Garfield & P. Coal Co. v. Rockland-Rockport Lime Co.* (Mass.), 61 L. R. A. 946, not to cast upon him the risk of injury from a ledge of rocks of which he has no notice and of which the owner of the dock knows, or by the exercise of reasonable care could know.

A note to this case reviews the other authorities on liability for safety of wharf or dock.

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FEDERAL AND STATE COURTS—JURISDICTION—RECEIVERS.—Although a receiver has been illegally appointed by a state court in excess of its jurisdiction to aid the enforcement of its own judgment, it is held, in *Phelps v. Mutual Reserve Fund Life Assn.* (C. C. A. 6th C.), 61 L. R. A. 717, that he cannot be enjoined from acting by a United States circuit court, being protected by U. S. Rev. Stat. sec. 720, forbidding an injunction by any Federal court to stay proceedings in any state court, except when authorized by any law relating to proceedings in bankruptcy.

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CRIMINAL LAW—FORGERY—DIFFERENT INSTRUMENTS.—The uttering as true of a forged mortgage and a forged note, which the mortgage purports to secure, at one time and to the same party, is held, in *State v. Moore* (Minn.), 61 L. R. A. 819, to constitute but one offense, so that a conviction on an indictment for uttering the mortgage is a bar to a subsequent conviction for uttering the note.

With this case is a note discussing the question whether the forgery of different instruments at one time constitutes but one or more than one crime.

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BANKRUPTCY—BANKS—DEPOSITORS—SET-OFFS.—A deposit of money with a bank upon an open account subject to check, may be set off in bankruptcy against a claim of the bank against the depositor, allowing the bank to prove for the balance. Such deposit, though made within four months of adjudication of bankruptcy, does not constitute a preference which must be surrendered before the bank may prove its debt. *Pirie v. Chicago Title & Trust Co.* (182 U. S. 438), distinguished. *N. Y. &c. Bank v. Massey* (U. S. Sup. Ct., Jan. 4, 1904).

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NATIONAL BANKS—USURY—FEDERAL AND STATE STATUTES.—A controversy respecting usurious interest paid on a note held by a national bank, secured by a collateral note and mortgage, which arises in a suit to foreclose the mortgage, is none the less governed by the federal law on the subject