Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

The NEGOTIABLE INSTRUMENT ACT makes the indorsement voidable and not void. The court says the ACT was not intended to pass the property from the infant without the right of disaffirmance, and if the words were so construed the endorsee could keep the note as against the infant even if he knew the endorser was an infant when the note was indorsed. There are very few cases upon this point. In *Roach* v. *Woodall,* 91 Tenn. 206, the guardian of an infant recovered a note from an indorsee when the infant's indorsement had been forged, the court saying by way of dictum that the infant's indorsement is void. In *Briggs* v. *McCabe,* 27 Ind. 327, the infant payee recovered the note from the maker who had collusively paid the note to the endorsee, it also appearing that the infant had not received full value for the note. The court said that an infant might disaffirm an indorsement of a note without returning the proceeds or property received by him. However, this case is distinguishable from the principal case, for there appeared to be fraud as against the infant while in the principal case there was no fraud against him. *Hosler* v. *Beard,* 54 Oh. St. 398, holds that a bona fide holder of a note made by a lunatic is charged with constructive notice of the maker's disability, and says the same is true of an infant's note. *McClain* v. *Davis,* 77 Ind. 419, holds the same as regards the note of an epileptic. Where there is an infant indorser it does not preclude the indorser from recovering from the maker, even before the NEGOTIABLE INSTRUMENTS ACT, *Nightingale* v. *Withington,* 15 Mass. 272; *Frazier* v. *Massey,* 14 Ind. 382. Of course the infant may not retain the proceeds until after becoming of age and then disaffirm, *Curry* v. *St. John Plow Co.,* 55 Ill. App. 82. But in the principal case the proceeds had been lost, and the disaffirmance appears to have taken place before majority.

LANDLORD AND TENANT—SURRENDER.—Defendant leased premises from plaintiff, but abandoned them before the expiration of the term. Plaintiff notified defendant that the surrender would not be accepted; that the premises would be sublet, and the rent applied in mitigation of the damages. Plaintiff relet in accordance with the notice, and now brings this action to recover the damages suffered in excess of the amount received from the new lease. *Held,* plaintiff should recover such damages as were not extinguished by the proceeds from the "sublease." *Rucker* v. *Mason* (Okla. 1916), 161 Pac. 195.

There is a surrender of a lease by "act and operation of law" when transactions have taken place between landlord and tenant which create a condition of facts inconsistent with the continued operation of the lease. The granting of a second lease is such a transaction. By its execution the landlord asserts control over the premises. The legal effect of such control is to deny the existence of the estate created by the old lease. The landlord's protests of a contrary intention cannot change the color of his acts. It is the landlord who grants the new lease, not the defaulting tenant. To call it a "sublease" is fictional. There is no legal principle which permits one to constitute himself another's agent in order to reduce certain damages for which that other may be liable. The decisions holding that these facts show

a surrender of the old lease are technically sound. *Gray* v. *Kaufman Dairy &c. Co.*, 162 N. Y. 388, 56 N. E. 903; *Biggs* v. *Stueler*, 93 Md. 100, 48 Atl. 727. The late decisions support the principal case. The substantial effect of such holdings is to deny the right of a defaulting tenant to escape the consequences of his wrong by entrenching himself behind a sound legal principle invoked by an act which would result to his benefit. *Levy* v. *Burkstrom*, 191 Ill. App. 478; *Conner* v. *Warner* (Okla. 1915), 152 Pac. 1116; *Baldwin* v. *Lampkin*, 14 Ga. App. 828, 82 S. E. 369; *Contratto* v. *Star Brewery Co.*, 165 Ill. App. 507; *Zabriskie* v. *Sullivan*, 80 N. J. L. 673, 77 Atl. 1075; *Boardman Realty Co.* v. *Carlin*, 82 Conn. 413, 74 Atl. 682. The landlord may protect himself in any jurisdiction by a stipulation in the lease which permits him to re-rent the premises, and at the same time preserves his right to recover any deficiency. But even here, the right to the sum due after abandonment is contractual, and not, strictly speaking, for rent. *Manhattan Realty Appraisers* v. *Marchbank*, 149 N. Y. Supp. 834, 87 Misc. 336; *Grommes* v. *St. Paul Trust Co.*, 147 Ill. 634, 35 N. E. 820; *Woodbury* v. *Sparrell Print*, 187 Mass. 426, 73 N. E. 547.

LIBEL AND SLANDER—WORDS LIBELOUS PER SE.—Plaintiff and defendant were engaged in the undertaking business in the same town. Plaintiff alleged that the defendant printed and mailed to a man, whose wife was critically ill at the time, a card bearing these words: "Bear in mind our Undertaking Department. Satisfaction guaranteed. (Signed) H. L. Hughes." Plaintiff sued for libel and the defendant demurred. *Held*, that the demurrer should be overruled. *Hughes* v. *Samuels Bros.* (Ia. 1916), 159 N. W. 589.

The usual test in determining whether words are libelous per se is: Are they such as to injure the plaintiff's reputation or his business? TOWNSHEND, SLANDER AND LIBEL (3rd Ed.) 264. Judged by that standard the words here used, taken by themselves, would not be libelous. *Stone* v. *Cooper*, 2 Denio 293; *Bennett* v. *Williamson*, 4 Sandf. 60. They become libelous, however, because of the circumstances under which they were published, and because of the effect which the publication would naturally have upon the mind of the person to whom a knowledge of the publication was brought. But, although it is doubtful whether the words here used would formerly have supported an action for libel, there can be no doubt that the decision is justified. The court puts it upon the broad ground that any intentional injury of another, which cannot be justified, is a tort, and if the injury is committed by means of written words then it is a libel. See generally: BIGELOW, TORTS (8th Ed.), 297, 298, note. See also, *Wallace* v. *Bennett*, 1 Abb. N. C. 478; *Bassell* v. *Elmore*, 48 N. Y. 561; *Pollard* v. *Lyon*, 91 U. S. 225.

MUNICIPAL CORPORATIONS—LIABILITY FOR NEGLIGENCE—PUBLIC CELEBRATIONS.—The City of New Haven under the permissive authority of its charter conducted a Fourth of July celebration on a public green. The entertainment included a display of fireworks. The plaintiff's intestate was killed by the explosion of a bomb, a result alleged in the complaint to be due to