

PAYMENT—CHECK—FAILURE TO PRESENT—GARNISHMENT—EFFECT.

Failure of a creditor to present a check tendered in payment of the debt without any agreement that it shall be accepted as payment, whether good or bad, for ten days on account of illness, does not satisfy the indebtedness if, when the check is presented for payment, the maker's account has been garnished by another creditor.

*Wileman v. King*, 82 So. 265, 5 A.L.R. 584.

SCHOOL—DEED TO DISTRICT—EFFECT OF WORDS "FOR SCHOOL PURPOSES ONLY."

The insertion in a deed of a parcel of land to a school district upon which to erect a school house of the words "for school purposes only" does not restrict the title of the district or prevent its leasing the property for the production of oil and gas.

*Phillips Gas & Oil Co. v. Lingenfeller*, 262 Pa. 500, 105 Atl. 888, to which is appended in 5 A.L.R. 1495 a note on the effect on oil and gas or other mineral rights in land, of the language in a conveyance specifying the purpose for which the property is to be used.

STATUTE—CONSTRUCTION—MEANINGLESS REFERENCE.

A section of a statute attempting to refer to and adopt relevant sections of other statutes, but which by mistake refers to irrelevant sections, which makes the reference meaningless, may be read without such reference.

*McLendon v. Columbia*, 101 S. C. 48, 85 S. E. 234, which is annotated in 5 A.L.R. 990, on the effect of a mistake in reference in a statute to another statute, constitution, public document, record, or the like.

TENDER—SUFFICIENCY—KNOWLEDGE OF CREDITOR.

Where the amount due is within the exclusive knowledge of the creditor, and the creditor on demand neglects or refuses to indicate the correct amount that is due, the debtor may tender so much as he thinks is justly due, and if less than the true amount, the tender will nevertheless be good.

*Kraus v. Potts*, 53 Okla. 379, 156 Pac. 1162, 5 A.L.R. 1213.