

put the topics of *res gestæ*, and the allied topic of declarations denoting subjective conditions, upon a scientific basis. This preface does not, at the start, impress the practical lawyer at all favourably, and one is rather appalled by such a sentence as the following, wherein the author compares his efforts to that of a workman who feels "as he gazes upon a noble cathedral, shimmering in beauty, a very type of spiritual aspiration, from tessellated pavement to lofty spire, that he helped to build that structure, for did not his faithful back carry mortar to the skilled workmen." The authorities cited are almost entirely from the United States Reports. To the extent that there is a collection of these under the various heads into which the matter is divided, the book will be useful in this country, but it may be doubted whether it gives to the profession that which is promised on the title page.

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### Flotsam and Jetsam.

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A recent number of the *English Law Times* contains an instructive article under the head of "Merger of Trespass in Felony," and says the profession is frequently confronted with the question whether an action is maintainable to recover damages for an act or set of circumstances which reveal a felony in another person, who has not been brought to book for his crime, or whether the defendant can take any steps to stay such an action. The writer doubts whether there really ever existed a practical rule of law that such an action is not maintainable until the criminal has been tried. Those desiring information on this subject will find the matter fully discussed in the number of that periodical for April 2.

Payments endorsed on the back of a note before its transfer to the payee are held, in *Farmers' Bank v. Shippey* (Pa.), 38 L.R.A. 823, to be insufficient to destroy its negotiability. The other cases on the subject are collected in a note to this case.

The loss of a draft in the mails during transmission to a correspondent for presentment is held, in *Bank of Gilby v. Farnsworth* (N.D.), 38 L.R.A. 843, to discharge the drawer from liability, where the payee who sent it failed for nearly six months to declare the loss, although having in its possession a report from the correspondent disclosing the fact that it had not been received.

A Swede came into a lawyer's office one day, says the Cincinnati *Enquirer*, and asked: "Is here ben a lawyer's place?" "Yes; I'm a lawyer." "Well, Maister Lawyer, I tank I shall have a paper made." "What kind of a paper do you want?" "Well, I tank I shall have a mortgage. You see, I buy me a piece of land from Nels Petersen, and I want a mortgage on it." "Oh, no. You don't want a mortgage; what you want is a deed." "No, maister; I tank I want mortgage. You see, I buy me two pieces of land before, and I got deed for dem, and 'nother faller come along with mortgage and take the land; so I tank I better get mortgage this time."