

Notes and Selections.

AGENCY—BROKERS—RELATIONS OF THEIR CUSTOMERS TO THEM.—A customer and a broker buying and selling stocks upon margins stand in the relation of pledgor and pledgee, and the fact that the broker has an implied right of repledging stocks does not change the relation. *Skipp et al. v. Stoddard*, 26 Atl. Rep. 874 (Conn.). This case shows the common doctrine. See *Markham v. Faudon*, 41 N.Y. 235, which is perhaps the leading case on the subject; and also "Jones on Pledges," s. 495. The case of *Covell v. Loud*, 135 Mass. 41, is *contra*, the court treating the dealing between the parties as an executory agreement, with power in broker to sell without notice on default by customer.—*Harvard Law Review*:

CONSTITUTIONAL LAW—GEARY ACT—CHINESE EXCLUSION.—An Act of Congress, after continuing the laws then in force for the exclusion of Chinese from the United States, provides for the removal of Chinese not lawfully within this country, requiring that all Chinese labourers entitled to remain in the United States shall obtain certificates of residence from persons authorized by the Act to give them, under penalty of removal on failure to do so within one year. On an appeal from the Circuit Court which raised the question of the constitutionality of the Act, the court held that the Act was constitutional. That, inasmuch as Chinese labourers cannot, under the naturalization laws, become citizens, they remain subject to the power of Congress to order their expulsion. That the order of deportation is not a punishment, "but a method of enforcing the return to his own country of an alien who has not complied with the conditions upon the performance of which the government of the nation has determined that his continuing to reside here shall depend"; consequently that part of the constitution securing the right of trial by jury and prohibiting unreasonable searches and punishments has no application. *Fong Yue Ting v. United States*, 13 Sup. Ct. Rep. 1016. Fuller, C.J., and Field and Brewer, JJ., dissenting.—*Harvard Law Review*.