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Commonplace Book

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Knight v. Floyd County, 144 S. E. 348 (Ga. App. 1928).

Georgia counties are responsible by statute for defective bridges but not for defective roadways. They are therefore not responsible for maintaining narrow bridges in broad highways (apparently without any warning signs), since the defect is in having the highway too broad and not the bridge too narrow. Such, in substance is the technical holding of this case, wherein plaintiff proved injuries from driving into a declivity on the side of a narrow bridge as a result of staying on his own side of the road. But if narrow bridges, safe enough in the age of horse drawn vehicles, must now be tolerated, is it due care in their maintenance to leave them as unguarded traps without protecting notice to the traveler by automobile?

U. S. ex rel. Baglivo v. Day, 28 F. (2d) 44 (D. C., S. D. N. Y. 1928).

Baglivo was excluded as an alien by the Commissioner of Immigration at the port of New York. He was born in the United States, went to Italy one year after birth and had remained there ever since, entering the Italian military service during minority, and taking oath of allegiance to the Italian government.

His petition for a writ of habeas corpus was sustained on the ground that a native-born citizen, during minority, cannot renounce allegiance to the United States by taking an oath of allegiance to a foreign country.

Winder National Bank v. Graham, 144 S. E. 357 (Ga. App. 1928).

It is unlawful in Georgia to reserve "any rate of interest greater than eight per centum . . . by any . . . device whatever." An agreement by a debtor to pay full interest on a loan plus a promise to pay off another persons' debt had accordingly been held usurious in a previous case. Here an agreement to pay eight per cent interest plus an agreement to be surety by indorsing another person's note, i.e. a promise contingently to pay that other debt, was likewise held usurious and unenforceable. It may be expected that an agreement to do anything in addition to making the interest payments will be similarly treated.

State v. Bailey, 144 S. E. 574 (W. Va., 1928).

A West Virginia judge has resigned rather than execute a sentence of death. The prisoner was convicted of murder in the first degree and sentenced to death by the jury's verdict. As interpreted by the state Supreme Court, this did not permit a life sentence and the judge was ordered to take the proper steps to carry out the judgment. Being convinced of the prisoner's innocence and that the conviction was obtained by perjured witnesses, the judge refused to act and mandamus was brought against him to compel him to execute the original sentence. When the Supreme Court held that mandamus was proper and that the judge must go ahead with the execution of the death sentence, he resigned.

In re Will of Thompson, 196 N. C. 271, 145 S. E. 393 (1928).

Thompson died leaving a will and two codicils with no residuary clause. After the will and codicils were probated a note, payable to Thompson, dated after the execution of the last codicil, was found among his valuable papers bearing this notation: "I asigen thee with note over to my wife Mrs. C. E. Thompson at my deth this the 11 day of November 1924. E. C. Thompson."

This notation was proved to be entirely in Thompson's handwriting and was held to be a valid holographic codicil to the will.