The court then gave judgment for the plaintiff. The case does not seem to be out of line with the modern trend and extension of the matters over which the court will take judicial notice. It is here noted because of its interesting and unusual application. F. M. H. '27.

INTERNATIONAL LAW—JUDGMENTS—CONCLUSIVENESS OF THE JUDGMENT OF A FRENCH COURT IN A SUIT IN A NEW YORK STATE COURT.—Plaintiff was assignee of triplicate bills of lading issued in New York, under which one Webb shipped certain goods from New York to Havre. He sued defendant company in a New York court for delivering the goods to other parties who obtained them by using an office copy of the bill of lading. Defendant set up judgment rendered by the Tribunal of Commerce at Paris upon the same cause of action, by the same plaintiff. Although no attempt was made to impeach the judgment because of fraud, the lower courts in New York refused to give effect to the French judgment. Plaintiff appealed to the Court of Appeals. *Held,* The judgment of the French court upon the merits is conclusive in a New York court. "It can be impeached only by proof that the court in which it was rendered had not jurisdiction of the subject matter of the action or of the person of the defendant, or that it was procured by means of fraud." Reversed. *Johnson v. Compagnie Generale Transatlantique* (1926), 242 N. Y., 381, 152 N. E., 121.

The lower courts had refused to give effect to the judgment of the French court on the ground that by the law of France no foreign judgment can be rendered executory in France without a review of the judgment *au fond,* that is, of the whole merits of the cause of action on which the judgment rests. They had inquired into the merits of the French judgment and decided that it was contrary to the principles of our law and should be disregarded. In so doing, they had followed the case of *Hilton v. Guyot,* 159 U. S., 113, 16 S. Ct., 139, 40 L. Ed., 95, which held that a judgment of this same French court was not required to be recognized as conclusive in this country because the French courts do not give full faith and credit to the judgments of this country against French citizens. However, the New York Court of Appeals did not feel bound to follow *Hilton v. Guyot,* and reversed the decision of the lower courts. The rule of *Hilton v. Guyot* is still the rule in the federal courts, and is followed in some states. 34 C. J., 1165; 15 R. C. L., 920. The English rule is in accordance with the New York rule as followed in the principal case, and is followed in other states. 34 C. J., 1166; 15 R. C. L., 919. In a Missouri case it was held that "Courts generally through a species of courtesy called comity will recognize the validity of a foreign judgment when it is shown that the court rendering it had jurisdiction of the subject matter and of the persons of the parties litigant," but "the duty to recognize the validity and effect of a judgment or proceedings of a court in a foreign jurisdiction rests upon comity, and it is not regarded as an absolute legal right." *Grey v. Independent Order of Foresters,* (1917), 196 S. W., 779. C. S. N. '27.

INTOXICATING LIQUORS—TRANSPORTATION OF.—Defendant is charged under an Act of Indiana with transporting liquor, the offense consisting of carrying the liquor from his woodshed to his dwelling house where he hid the liquor, and where the state's officers found it. *Held,* that the defendant's acts were insufficient to constitute transportation and that to "transport" intoxicating liquor is to carry it over, across, or remove it from one "place" to "another" and does not include removing or transferring it about in a particular area or tract by one in possession thereof; "place" being defined as area or portion of land marked off or separated from the rest as by occupancy, use, or character, and "another" as meaning a distinct and different place. *Hamwell v. State,* (Ind. 1926) 152 N. E., 161.

As to the meaning of the word "transportation," the court has adopted the common, everyday meaning as set forth in various dictionaries and as quoted above; such a meaning is the only logical one to assume under the circumstances, since it does not violate the clearly expressed intention of the legislature in such statutes. Upon consideration of the territory involved, i. e. the areas within, or without, or into which, transportation is illegal, one meets with a solid line of unopposed authority. The conveyance may be from one place to another in the same city or town, *State v. Campbell,* 76 Ia., 122, 40 N. W., 100; or county, *State v. Arnold,* 80 S. C., 383, 61 S. E., 891; or from one point on a public highway to another thereon, *Thacker v. Commonwealth,* 131 Va., 707, 108 S. E., 559; or along a navigable watercourse as a highway, *Pappenburg v. State,* 10 Ala. App., 224, 65 S., 418; or from a train to a depot platform, *Liquor Transportation Cases,* 140 Tenn., 582, 205 S. W., 423. It is held that the conveyance must be from beyond the premises of accused in *Sherman v. State,* Okla. App. 228 P. 1110; that it need not be from one person to another, but merely from place to place, *Asher v. State,* 194 Ind., 553, 142 N. E., 407. One case holds that a carrying from one part of a farm to another part, the whole farm being in the accused's possession, is in violation of the law; but this holding was justified on the ground that the liquor in that case was made at an illicit still on the farm, while in the instant case the whisky was found in a shed, *Scaggs v. Commonwealth,* 196 Ken., 399, 244 S. W., 799. While in this country it is held that the transportation need not be from a place outside the state to a place in the state, *McLaughlin v. State,* 104 Neb., 392, 177 N. W., 744, in Canada, transportation within a province was not prohibited, 30 *Can. Cr. Cas.,* 413. As to the question of distance conveyed, the courts seem to hold that this is an immaterial matter as long as the specifications as to territory are complied with, *Berry v. State,* 196 Ind., 258, 148 N. E., 143, and *Shirley v. State,* Okl., App., 237 P. 627. As to mode or manner of conveyance, the decisions are fairly uniform. The transportation may embrace movement of the liquor in some vehicle under the accused's control, *West v. State,* 93 Tex. Crim., 370, 248 S. W., 371 or movement of liquor by accused on his person, *State v. Pope,* 79 S. C., 87, 60 S. E. 234, *Burns v. State,* 99 Tex. Crim., 252, 268 S. W., 950. Missouri, however, is at variance on this point holding that movement on the person is not transportation, *State v. Jones,* (Mo.) 256 S. W., 542, and a statute was enacted by the legislature covering this point, Laws 1923, p. 242. Sec. 19, amending Sec. 6588, Mo. Rev. Stat. 1919. A taxicab driver who knowingly carries it is guilty of transporting, though he didn't own the liquor, *People v. Ninehouse,* 227 Mich., 480, 198 N. W., 973. The liquor may be in a carriage or aboard a vessel entering American waters, *Cunard S. S. Co. v. Mellon,* 262 U. S., 100; or in a truck which accused is leading in his own car, *Sheffield v. State,* 99 Tex. Crim., 95, 268 S. W., 162, or in any sort of vehicle. It can not, however, be in defendant's stomach, *Rush v. Commonwealth,* 206 Ky., 206, 266 S. W., 1046. The fact of ownership of vehicle used is immaterial, *Melcher v. State,* 109 Neb., 865, 192 N. W., 502; also, the fact that there was no definite destination, *Thacker v. Commonwealth,* 131 Va., 707, 108 S. E., 559, and that the journey of transporting was incomplete, *Black v. State,* 96 Tex. Crim., 56, 255 S. W., 731.

Thus it would seem that the Indiana decision is in line with the general trend of judicial opinion, there being cases in practically every state which support its doctrine, either in some essential feature or in its entirety. E. L. W. '28.

LANDLORD AND TENANT—LIABILITY OF A TENANT FOR YEARS FOR MATERIAL ALTERATIONS IN THE LEASED PREMISES.—The lease in question was for a period of five years and under its terms the defendant was to make "no unlawful, improper, or offensive use of the premises, and to quit and deliver up the said premises at the end of said term in as good condition as they are now (ordinary