

of it, but of pedestrians who are travelling on the sidewalk and who may step into the street in front of the car."

The automobile "honk" seems as much in judicial cognizance as the engine bell or the street car gong, and the public have the right for one to sound as much as the other. The plane upon which the three are, as dangerous machines, seems about the same, with rigidity of rule rather against the automobile. We know where a train or a street car has to be, and the New York court says we know where the automobile ought to be, and we can assume the existence of one fact as well as the other.

BILLS AND NOTES.—Insertion of Date: A bonâ fide holder without notice of a note held entitled to enforce it notwithstanding the fact that the payee inserted an improper date therein. *Bank of Houston v. Day*, Mo. 122 S.W. 756.—Sufficiency of Evidence: In an action on a note shewn to have its inception in fraud by an alleged holder in due course, the burden is upon plaintiff to affirmatively establish his good faith in the transaction. *Arnd v. Aylesworth*, Iowa 123 N.W. 1,000.

BROKERS.—Duty to Disclose Facts: Broker sending customer to his principal to negotiate directly, without communicating to the principal his knowledge that the customer was resolved to pay the price asked, held to forfeit any right to commission. *Carter v. Owens*, Fla. 50 So. 641.

CARRIERS OF PASSENGERS.—Injury to Passengers: A passenger cannot recover for mental suffering incident to an injury in the absence of a shewing of wanton or wilful disregard of his rights. *Caldwell v. Northern Pac. Ry. Co.*, Wash. 105 Pac. 625.—Wrong Date of Ticket: A passenger presenting a ticket with an erroneous date cannot enhance his damages by resisting the conductor's order to leave the train, nor because of force used in ejecting him. *Arnold v. Atchison, T. & S.F. Ry. Co.*, Kan. 105 Pac. 541.

CONTRACTS.—Consideration: Where a widow repudiated a contract to permit defendants to use certain land so long as they should support her, defendants, having had the use of the land prior to the repudiation, could not claim the value of their services. *Glass v. Hampton*, Ky. 122 S.W. 803.—Destruction of Subject Matter: A contract calling for the rendition of personal service by one is subject to the implied condition that, in the event of his death, further performance on both sides will be excused. *Levy v. Caledonian Ins. Co.*, Cal. 105 Pac. 598.—