

the note. This is on the ground that he was never a party to the contract contained in the instrument. With this case the authorities are collected showing the general rule, and the exceptions thereto, as to the effect of fraud in obtaining the execution of a note as against a *bona fide* holder.

*Promissory note.*—Failure of the apparent maker to repudiate his forged signature to a note when it is first shown him, and even his statement that the note will be paid, are held, in *Traders' Nat. Bank v. Rogers* (Mass.) 36 L. R. A. 539, to be insufficient to render him liable unless the holder had been induced thereby to assume and act upon the assumption that the signature was genuine or was admitted to be so. The note to the case reviews the decisions on the liability of persons whose signatures are forged on commercial paper, including the questions of estoppel and ratification of such signatures.

*Carrier.*—The misdelivery of goods by an agent of a connecting line or a warehouseman is held, in *Illinois Cent. R. Co. v. Carter* (Ill.) 36 L. R. A. 527, insufficient to render the forwarding carrier liable, where it safely delivered the goods to the connecting line, for a safe carriage to the destination.

The fact that a train was running at high speed in violation of law and in breach of the promise of the engineer made to a boy who intended to jump off is held, in *Howell v. Illinois Cent. R. Co.* (Miss.) 36 L. R. A. 545, insufficient to render the railroad company liable for injury to the boy, when he attempted to get off knowing the danger.

The fact that a person is blind is held, in *Zachery v. Mobile & O. R. Co.* (Miss.) 36 L. R. A. 546, insufficient to justify a carrier in refusing to accept him as a passenger.

*Covenant as to building.*—A building erected in place of one which has been destroyed on premises subject to a covenant against erecting any building thereon except one of which the design is approved by certain directors of an association is held in *Peabody Heights Co. v. Wilson* (Md.) 36 L. R. A. 393, to be subject to such covenant only so far as to prevent erecting a structure inferior to the original one, or which is calculated to depreciate the value of the adjacent property, but that the new building need not necessarily be of the same plan as the original one, or approved in all its details by the directors.

*Murder.*—Voluntary intoxication is held, in *Harris v. United States* (D. C. App.) 36 L. R. A. 465, to be neither an excuse nor