of the wife or husband of the intestate . . . ." The court sustained the demurrer, held the will void, and that the deceased's property by the above statute descended to the kindred of only the last of the two deceased husbands of intestate. *Russell et al. v. Nelson et al.,* 295, S. W. 118 (Mo. 1927).

It was the general rule at common law that the death of one spouse terminated all privileges and obligations peculiar to the marital relationship. *Booker v. Small,* 147 Ga. 566, 94 S. E. 999; *Piper v. May,* 51 Ind. 283. The statute in the instant case in abrogation of the common law rule permits the descent of property to the surviving heirs of a deceased spouse under certain circumstances.

If the meaning of a statute is doubtful then recourse may be had by the courts to considerations of public policy. *Jersey City Gas Light Co. v. Consumers Gas Co.,* 40 N. J. Eq. 427, 2 Atl. 922; *Opinion of Justices,* 7 Mass. 523; to considerations of reasonableness and disastrous consequences, *Meredith v. United States,* 13 Pet. 486, 10 U. S. (L. Ed.) 258; *Pickering v. Ray,* 3 Houst. (Del.) 479. When necessary to give effect to legislative intent, words importing the singular number only, will be construed to include the plural of persons and things. *People v. Aurora,* 84 Ill. 157; *Ellis v. Whitlock,* 10 Mo. 78.

Had the Missouri Court in the instant case pluralized the words "husband and wife" it would have covered the case of the existence of more than one surviving spouse by an intestate, a fact opposed to public policy. In the light of precedented authority it appears that the Missouri Court was justified in its interpretation of the instant statute. J. R. B., '28.

FORGERY—USE OF ONE'S OWN NAME WITH INTENT TO DEFRAUD.—Action on a forgery bond. Plaintiffs alleged that they were defrauded by act of depositor in giving check on other bank wherein he had a small account in an assumed name, said assumed name or alias being signed to check. *Held,* defendant liable because act of depositor amounted to forgery. *International Union Bank v. National Surety Co.,* 157 N. E. 269 (N. Y. 1927).

The ultimate question is whether or not one can commit forgery by the use of his own name with intent to defraud. The case under discussion is amply fortified by prior New York decisions, wherein it seems to be the settled rule that forgery *may* be committed even though the accused used his own name. The New York doctrine seems to be approved generally only where the maker intended to personate, or incur a pecuniary liability against, someone else bearing the same name. *Edwards v. State,* 53 Tex. Cr. R. 50, 108 S. W. 673. In the absence of intent to impersonate another of the same name, the trend of decisions seems to be that the crime of forgery has not been consummated, and the crime, if any, is obtaining money under false pretenses. *State v. Wheeler,* 20 Ore. 192, 25 Pac. 394; *Heavy v. Bank,* 27 Utah 222, 75 Pac. 727; *Murphy v. State,* 49 Tex. Cr. R. 488, 93 S. W. 543. The present case was, in reality, decided on what were held to be common law principles because the New York statute appears to be a mere codification of the common law in this respect. More stress seems to have been placed on the intent than on the act, in fact it appears that the intent was all conclusive.

An early English case held it not forgery for a person to sign an instrument, the subject of forgery, in his own name, although it be of a false affirmation, unless the name written was used in such a way as to place the burden of the obligation upon another person bearing the same name. *Reg. v. White,* 2 C. & K. 404, 61 E. C. L. 404. This seems to be the general doctrine throughout the United States. *Harrison v. State,* 72 Ark. 117, 78 S. W. 763; *Barron v. State,* 77 S. E. 214 (Ga. 1913); *Harris v. State,* 98 So. 316 (Ala. 1923). The above

seems, to the writer, to be the more logical common law interpretation of the rule. Obtaining money under false pretenses is, in all of our jurisdictions, a complete and distinct offense; the policy of some of our courts in construing such an offense to be forgery appears to be a usurpation of authority by the courts and an undue infringement on the law-making body of the state.

W. G. S., '28.

MUNICIPAL CORPORATIONS—PRESENTATION OF NOTICE AS CONDITION PRECEDENT TO RECOVERY.—Plaintiff was injured while riding as a passenger for hire in a bus owned and operated by a municipal corporation. Charter provided that no action for personal injuries could be maintained against the city unless notice was given in writing to the city clerk within fifteen days of the occurrence of the injury. Plaintiff failed to file such notice. *Held,* that charter provision applies only when the municipality is charged by law with some corporate duty, and is exercising functions of that character when the injury occurs, and does not apply when it is engaged in an ordinary private business for hire. *Borski v. City of Wakefield,* 215 N. W. 19, (Mich. 1927).

Notice of claim is not a prerequisite in the absence of a statutory provision. *Globe v. Rabogliatti,* 24 Ariz. 392, 210 Pac. 685, 19 R. C. L. 1040, and cases there cited. The language of such provisions must always be noted carefully, for they differ widely in the various states and hence a number of cases are decided solely on the particular language of the statute. Provisions requiring notice are in derogation of the common law, and should be construed with reasonable strictness. *Cawthom v. Houston,* 231 S. W. 701 (Tex.); *San Antonio v. Pfeiffer,* 216 S. W. 207 (Tex. Civ. App.); *Tattan v. Detroit,* 128 Mich. 650, 87 N. W. 894.

Where the statute makes no exception in favor of persons physically or mentally incapable of giving notice during the statutory period, the weight of authority holds that the court cannot supply it. *Ransom v. South Bend,* 76 Wash. 396, 136 Pac. 365; *Touhey v. Decatur,* 175 Ind. 98, 93 N. E. 540, 32 L. R. A. (N. S.) 350; *Schmidt v. Fremont,* 70 Neb. 577, 97 N. W. 830. A contrary rule is followed in *Born v. Spokane,* 27 Wash. 719, 68 Pac. 386, and *Webster v. Beaver Dam,* 84 Fed. 280, on the ground that the law does not seek to compel a man to do that which he cannot possibly perform. In general, infancy does not excuse failure to comply with the statutory requirement. *Baker v. Manitou,* 277 Fed. 232; *Dechant v. Hays,* 112 Kans. 729, 212 Pac. 682; *Hurley v. Bingham,* 63 Utah 589, 228 Pac. 213. It has been held that the requirement of notice was not intended to apply to the relations between a municipal corporation and its employees, when the latter are injured by reason of a failure of the former to provide a safe place to work. *Gaughan v. St. Paul,* 119 Minn. 63, 137 N. W. 199; *Giuricevic v. Tacoma,* 57 Wash. 329, 106 Pac. 908. The reason given is that it must be presumed that the city had notice of the injury of its servant. A contrary result is reached in *Condon v. Chicago,* 249 Ill. 596, 94 N. E. 976. It is well established that actual knowledge by the municipality does not excuse failure to present notice. See for example, *Reid v. Kansas City,* 195 Mo. App. 457, 192 S. W. 1047; *Touhey v. Decatur, supra.* It is generally held that want of notice may not be waived by municipal authorities. *Touhey v. Decatur, supra; Dechant v. Hays, supra; Walters v. Ottawa,* 240 Ill. 259, 88 N. E. 651, and cases therein cited. In *Cawthom v. Houston, supra,* it was held that the city may waive the charter requirement or may be estopped by the conduct of its officers from requiring a strict compliance when the city is acting in a private as contradistinguished from a governmental capacity.

In the principal case, the statute did not make any distinction between govern-