Sheldon v. George, 132 App. Div. 470, 116 N. Y. S. 969; *Couch v. State,* 14 N. D. 361, 103 N. W. 942; *Stamper v. Temple,* 25 Tenn. (6 Humph.) 113; *Broadnax v. Ledbetter,* 100 Tex. 375; *Tobin v. McComb,* 156 S. W. (Tex. C. A.) 237; *Choice v. City of Dallas,* 210 S. W. (Tex. C. A.) 753; *Reif v. Paige,* 55 Wis. 496, 13 N. W. 473.

The dissenting opinion in the case under discussion follows what by many Americans is supposed to be the line of reasoning of the early case of *Williams v. Carwardine,* 4 Barn. & Adolph. 621. The offer is construed as a general promise to anyone who performs the act. If the one offering the reward secures that for which the reward was offered, an obligation to pay is created regardless of the motives of the claimant. This doctrine is based on the theory that no one shall be allowed to enrich himself unjustly at the expense of another. It denies that the relationship created is strictly contractual, but imposes instead a *quasi*-contractual obligation on the part of him who has been enriched. This is indeed a dangerous doctrine. For if a person can recover a reward which has been offered but of which he has no knowledge, or which he does not at that time intend to accept, it is equally true that he can recover a reward when none in fact has been offered. *Reeder v. Anderson,* 4 Dana 193. A promise not known or relied upon is the same as no promise at all. The same obligation to pay would rest upon the person for whom the service was rendered. If such a doctrine is upheld there would be a legal obligation resting on men to reward their neighbors for every friendly office they may bestow, a policy which should not be encouraged. (See 62 Cent. L. J. 105.) However, the following cases deny that the essentials of a binding contract are necessary for the recovery of a reward, holding that knowledge of the offer and intent to claim are not requisite to a recovery. *Eagle v. Smith,* 4 Houston (Del.) 293; *Dawkins v. Sappington,* 26 Ind. 199; *Sullivan v. Phillips,* 178 Ind. 164; *Board v. Davis,* 162 Ind. 60; *Everman v. Hyman,* 26 Ind. App. 165, 28 N. E. 1022; *Auditor v. Ballard,* 72 Ky. (9 Bush) 572; *Russell v. Stewart,* 44 Vt. 170; *Drummond v. U. S.,* 35 Ct. Cl. 356.

A few jurisdictions have had occasion to distinguish between rewards offered by individuals and corporations and those arising by statute or court record in such a manner as to make it clear that the offer is not an offer to contract but the creation of a legal right to exist when a particular act is performed, regardless of contract. In these cases notice of such an offer is not necessary before recovery. *State v. Smith,* 38 Nev. 477, 151 Pac. 512; *Choice v. Dallas,* 210 S. W. (Tex. C. A.) 753. There is ample justification for this distinction. However, it seems evident that the case of *Arkansas Bankers' Association v. Lignon, supra,* based on the theory of contract, follows the best rule in cases of this nature. F. A. E., '28.

DESCENT AND DISTRIBUTION—STATUTORY DIVISION AMONG HEIRS OF PREDECEASED SPOUSE.—Plaintiffs, Margaret Russell, representing the heirs of the first predeceased husband of one Annie Milne, and Harold and Florence Chase, constituting the heirs of the second predeceased husband of Annie Milne filed a joint petition against defendant, Charles Nelson, beneficiary under the will of the said Annie Milne to contest the validity of the will. Defendant by way of demurrer specified that there was a misjoinder of parties plaintiff, alleging that the heirs of the first deceased husband of intestate had no interest in her estate. Deceased died leaving no descendants. The kindred of both the predeceased husbands of intestate claim an interest in the estate by virtue of Section 305, Revised Statutes of Missouri, 1919, which reads: "If there be no . . . descendants . . . capable of inheriting, the whole (estate) shall go to the kindred

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