limits. *Cooley, Const. Lim.*, 5th ed., 151; *Hilton v. Guyot*, 159 U. S. 163. The case is in analogy to grants to fictitious persons which have repeatedly been held void. *Moffatt v. U. S.*, 112 U. S. 31; *Wash., Real Property* 265.

BREACH OF MARRIAGE PROMISE—REQUEST TO PERFORM—REFUSAL.—CLARK v. COREY, 52 ATL. 811 (R. I.).—The defendant on account of sickness caused by drunkenness was unable to marry plaintiff on the day set. Without any further communication between them in regard to marriage, suit was brought for breach of promise. *Held*, that the plaintiff having made no offer or request, the defendant's failure to offer to marry after the day set did not amount to a refusal constituting a breach. Tillinghast, J., *dissenting*.

When the day set had passed, the promise became a general one, which the law construes to be performed upon request. *Kelly v. Renfro*, 9 Ala. 325. If the plaintiff has made no request or offer, a refusal must be shown on the part of the defendant. *Cole v. Halliday*, 4 Mo. App. 98; *Coil v. Wallace*, 24 N. J. L. 291. The dissenting opinion lays stress on a quotation from *Seymour v. Gortside*, 2 Dowl. & Ry. 55; "if after an engagement to marry, and the lapse of the time agreed upon, the gentleman omits to offer to marry, it is generally considered a refusal." But the weight of the English cases as well as the American is *contra*. *Gough v. Far*, 2 Car. & P. 631.

CARRIERS—EJECTION OF PASSENGER—USE OF TICKET ON DAY ISSUED.—GEORGIA R. CO. v. BALDONI, 42 S. E. 364 (GA.).—*Held*, that a notice in a railroad station to the effect that tickets must be used on day issued is not notice to a passenger, unless it is shown that he had read the notice or was directed to, and that an ejection from a train because a ticket was two days old was unjustified.

A railroad company has the right to provide and insist that passenger tickets shall be used upon the day issued, but such condition should be endorsed upon the ticket, or notice given to passenger. *Elmore v. Sand*, 54 N. Y. 512; *Hill v. Syracuse, B. & N. Y. R. R. Co.*, 63 N. Y. 101. One cannot be held to contracts of this nature where they know nothing of the condition, and to which they had not expressly or impliedly assented. *Blossom v. Dodd*, 43 N. Y. 264; *Rawson v. Penn. R. R. Co.*, 48 N. Y. 212.

COVENANT OF WARRANTY—MAINTENANCE OF DIVISION WALL—BREACH.—ENSIGN ET AL. V. COLT, 52 ATL. 829 (CONN.).—*Held*, a right in an adjoining owner, enforced by injunction, to maintenance of wall half of which is on grantee's land constitutes breach of the covenant of warranty to grantee. Hamersley and Prentice, JJ., *dissenting*.

Some courts hold broadly that a right in a third party to an easement in property granted, when enforced, may constitute breach of covenant of Warranty. *Harlow v. Thomas*, 15 Pick. 66; *Lamb v. Danforth*, 59 Me. 322. But *contra*, if easement is consistent with ownership and possession of land conveyed, there is no breach. *Mitchell v. Warner*, 5 Conn. 498. Also, if easement is open and visible, and of a continuous character; *Patterson v. Arthurs*, 9 Watts 154; or if easement is mutual and a benefit. *Hendricks v. Stark*, 37 N. Y. 106. The great diversity in the decisions seems due to the widely different views courts take of the nature and scope of the covenants of warranty and against incumbrances. No uniform rule as to their construction appears to exist.