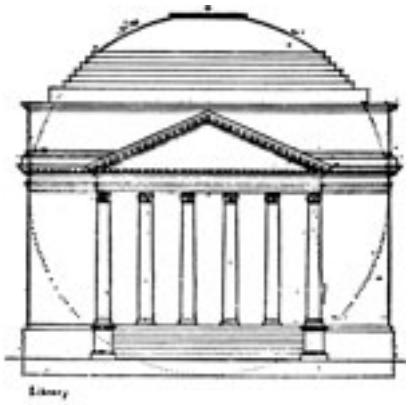

RECENT DECISIONS

ADMIRALTY—JURISDICTION.—A contract of affreightment for the carriage of goods from Philadelphia to Portland, Oregon, provided for a voyage in the defendant's steamer to the Isthmus of Panama, a carriage across the Isthmus by rail, and a final voyage to Portland in another of the defendant's steamers. The libel charged that the loss was caused by the negligence of the defendant in stowing, handling, and carrying the goods. *Held,* Admiralty has no jurisdiction. *California-Atlantic S. S. Co.* v. *Central Door & Lumber Co.* (C. C. A.), 206 Fed. 5.

An admiralty court will determine cases on equitable principles and without regard to whether the pleading rests upon contract or tort. *Borden* v. *Hiern,* 1 Blatch. & H. 293. A contract to carry goods by sea is marine in nature and is cognizable in admiralty even though a small part of the transportation is by land, the principal portion being by water. *Phenix Ins. Co.* v. *Erie & W. Transp. Co.,* 10 Bliss. 18, Fed. Cas. No. 11,112; *The Moses Taylor,* 4 Wall. (U. S.) 411. It would also seem that the court could have maintained jurisdiction on the ground that there was a marine tort, even though it was not alleged that the loss occurred on one of the sea voyages, since there is a strong presumption of law, arising from proof of good delivery to the first carrier, that the loss occurred while the goods were in the custody of the last connecting carrier. *The T. A. Goddard,* 12 Fed. 174. The cases cited in the principal case as authority for the proposition that federal jurisdiction can not be based on presumptions, merely hold that presumption of fact or argumentative inferences will be insufficient. *Ex parte Smith,* 94 U. S. 455; *Brown* v. *Keene,* 8 Pet. (U. S.) 112.

BILLS AND NOTES—INTOXICATION OF MAKER—EFFECT ON BONA FIDE HOLDER.—The defendant signed a negotiable note while so intoxicated as to be temporarily deprived of his understanding. The plaintiffs were holders in due course and brought action to recover on the instrument. *Held,* the note is void even in the hands of a bona fide holder. *Green* v *Gunsten* (Wis.), 142 N. W. 261.

The decision is based on § 1676-25 of the Wisconsin statutes which reads: "* * * and the title of such person is absolutely void when such instrument or the signature was so secured from a person who did not know the nature of the instrument and could not have obtained such knowledge by the use of ordinary care." This clause in both words and substance is declaratory of the common law. *Aukland* v. *Arnold,* 131 Wis. 64, 111 N. W. 212. At common law the rule was confined to that class of cases in which, by fraudulent practice, the very character of the instrument itself was misunderstood. Thus the rule applied where a foreigner without negligence signed a note fraudulently misrepresented as creating an agency. *Walker* v. *Egbert,* 29 Wis. 194. Likewise where there was a fraudulent substitution of papers. *Butler* v. *Carns,* 37 Wis. 61. It is difficult to see how a statute so manifestly enacted for the benefit of those who, without fault or negligence of