

The Legal News.

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In the case of *Ulrich v. The Hudson River R.R. Co.*, the Court of Common Pleas of New York has made a distinction of some interest between ordinary cars and drawing room cars where the passenger is travelling on a pass. Mr. Ulrich, Commissioner of Emigration, had a pass which entitled him to ride in one of the ordinary cars of the company. The pass contains a stipulation that the person using it shall relinquish his right to compensation for injuries. But Ulrich wished for better accommodation and paid the sum exacted for transportation in one of the drawing room cars forming part of the train. The court held that this changed the contract and made the railroad company responsible. "If the free pass gave him the right to travel on the train, it gave him no right to travel in that car, and it is evident that the rights and relations of the parties were changed by the sale to him of the ticket to the drawing room car. As a passenger for hire, who, in bargaining for transportation in the drawing room car had made no contract that relieved the company from its liability for damages if he were injured through its negligence, the plaintiff had the rights that the law gives to ordinary passengers, and having paid for the ticket he is not to be considered as one who, in consideration of a free passage, has agreed not to hold the company liable for injuries. The defendant voluntarily made a new contract, and cannot now ignore it and insist that the rights of the parties shall be measured by a contract that was intended to operate upon a condition of affairs that it has seen fit to change." The defence that the Wagner Drawing Room Car Company was liable for the damages was held to be untenable, as that company could not run its cars on the road without the consent of the railway company.

The County Court, Cook Co., Ill., has decided, *Re Dong Tong*, that a white male infant cannot legally be adopted by a Chinese

family, even with the consent of the mother of the child. Prendergast, J., said:—"While satisfied that the petitioners are reputable people, I am nevertheless of opinion that there is a barrier against such an adoption of a child who is unable to consent for itself. The fact that the mother of this child, who alone has the sole legal custody of the child, consents, is not sufficient. In every judicial inquiry for the determination of the custody of a minor in which the court has the power and the duty of disposition, the controlling question or consideration is the welfare of the child. All other questions are subordinate to this. Among some of the continental nations of Europe legal adoption of children has been recognized for some time; but in the United States it has been supposed that the common law did not recognize the practice, and made no provision therefor. In this State, as in others, the legal adoption of children is a purely statutory proceeding, and our statute expressly provides that before the court enters the decree of adoption, it must be satisfied, among other things, that the petitioner is of sufficient ability to bring up the child, and furnish suitable nurture and education, and that it is fit and proper that such adoption should be made." The petitioning husband cannot by our law, become a citizen; hence he will probably be, though in the country, not of it. And that being so, it is probable that the home lessons and influences, which are so important to be impressed on the character of the child in the formative period, to fit him for American citizenship will be wanting."

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, March 7, 1885.

Before JETTÉ, J.

KNAPP V. THE CITY OF LONDON INS. CO.

Evidence—Privileged Communication.

Held, that letters, communications, and correspondence between an Insurance Company and its Inspector or Adjuster, relating to the preliminary investigation which the company makes in connection with the loss, are privileged communications.

At the Enquête in this cause the plaintiff's