

Notes on Exchanges and Legal Scrap Book.

DAMAGES FOR MENTAL SUFFERING.—Damages may be recovered by a widow for mental suffering resulting from the negligence of a railroad company in failing to carry promptly the corpse of her husband: *Hale v. Bonner*, 17 S. W. Rep., 605.

LIFE INSURANCE—PAYABLE TO CHILDREN.—Where an insurance company by its policy agrees "to pay the sum of the insurance to the children of the insured," and the person so insured died before any children are born, her administrator cannot recover the amount of the insurance: *McElwee v. New York Life Insurance Co.* 47 Fed. Rep., 798.

THE VALUE OF HUMAN LIMBS.—The age of heavy damages is not yet past. The New York Court of Appeals, on February 9th, affirmed a judgment obtained by one Frank Erhman, an infant, against the Brooklyn City Railroad Company, whereby the defendants were mulcted in damages to the tune of \$25,636 for the loss of a leg. The plaintiff can now afford to have "a leg of gold, solid gold throughout," which Tom Hood tells us was the composition of "that precious leg of 'Miss Kilmansegg.'"

BANKS—FORGED CHEQUES—LACHES.—A banking corporation having allowed over three months to elapse before it returned to a depositor a forged check drawn on his account which it had paid, could not defend an action brought for the amount of the check upon the ground that the depositor was estopped by his laches in not giving the bank notice of the forgery immediately upon the return of the check; it having been shown that such notice would not have enabled it to relieve its loss: *Janin v. London & San Francisco Bank*, 27 Pac. Rep. 1100.—*Banking L. J.*, vol. vi., 105.

DELIVERY OF TELEGRAPH MESSAGES.—In order to sustain an action for damages for failure to deliver a telegram, it must be shown that a contract, actual or implied, existed between the sender of the message and the company. Where a man writes a message out on a leaf and sends it by a messenger to the telegraph office, without paying or offering to pay or agreeing to become responsible for the charges for sending it, no contract exists between the parties, and no recovery can be had against the company for failure to deliver. *Western Union Telegraph Co. v. Liddell*, Sup. Ct. of Miss. *Quære*: Could not the telegraph company collect its usual rate as on an implied contract? *Ed. C.L.J.*

WAIFS IN VERSE.—Our old friend and valued correspondent, Mr. G. W. Wicksteed, Q.C., late Law Clerk of the House of Commons, has republished his "Waifs in Verse," with additions from his graceful and facile pen. Many