

UNITED STATES CASES—CORRESPONDENCE.

not informed that he could not be compelled to be a witness against himself, nor that he need not give an answer which would tend to criminate himself.

Held, that the prisoner's attendance before the coroner was compulsory, and the testimony taken was involuntary and inadmissible under the Constitution. New York Court of Appeals, Oct. 5, 1886.—*Ib.*, Nov. 27.

ANNES V. MILWAUKEE & N. R. CO.

Carriers—Limitation of liability by contract—Free pass—Ordinary negligence.

Where the acceptance of a gratuitous pass from a railroad company "assumes all risks of accident, and especially agrees that the company shall not be liable, under any circumstances, whether of negligence of their agents or otherwise, for any injury to his person," the contract relieves the company from liability for injury to him by reason of a want of ordinary care of its servants, unless the same is expressly made a crime, but not from liability for gross negligence.—Wisconsin Supreme Court.—*Ib.*, Jan. 22, 1887.

UNITED STATES V. RAUSCHER.

Extradition—Trial for another crime.

The defendant, being charged with murder on board an American vessel on the high seas, fled to England, and was demanded of the Government of that country, and surrendered on this charge. The Circuit Court of the United States for the Southern District of New York, in which he was tried, did not proceed against him for murder, but for a minor offence not included in the treaty of extradition.

Held, 1. That a treaty to which the United States is a party is a law of the land, of which all courts, State and National, are to take judicial notice, and by the provisions of which they are to be governed, so far as they are capable of judicial enforcement.

2. That on a sound construction of the treaty under which the defendant was delivered to this country, and under the proceedings by which this was done, and acts of Congress on that subject, he cannot lawfully be tried for any other offence than murder.

3. The Treaty, the acts of Congress, and the proceedings by which he was extradited, clothe him with the right to exemption from trial for any other offence, until he has had an opportunity to return to the country from which he was taken for the purpose alone of trial for the offence specified in the demand for his surrender. The national honour also requires that good faith shall be kept with the country which surrendered him.—Supreme Ct. U. S.—*Ib.*, Feb. 5.

COTTRELL V. BABCOCK PRINTING PRESS MANUFACTURING COMPANY.

Good-will—Sale of—Solicitation of trade.

A partner, who upon dissolution of the partnership purchases the good-will, secures merely the right to conduct the old business at the old stand, and in the absence in the contract of dissolution of stipulations to the contrary the retiring partner may lawfully establish a similar business, even in the neighbourhood, and by advertisement, circular, card and personal solicitation invite the public generally, including the customers of the old firm, to come there and purchase of him.

But trade must be so solicited as not to lead any one to believe that the machinery offered for sale is manufactured by the partner who purchased the good-will, or that he is the successor to the old firm, or that the owner of the good-will is not carrying the business formerly conducted by the old firm.—Supreme Court, Connecticut.—*Ib.*, Feb. 12.

CORRESPONDENCE.

45 VICT. CH. 11, SEC. 6, ONT.

To the Editor of the LAW JOURNAL:

SIR,—Will any of your learned readers explain why 45 Vict. cap. 11, sec. 6, Ont., was enacted? What is the effect of the enactment?

Yours truly, INQUIRER.

Kingston, April 29, 1887.