

cupying a room at his inn, and the other two denying such liability.—*McKee v. Owen*, 15 Mich. 115.

Evidence.—Upon a trial for rape, if the woman alleged to have been forced is examined as a witness for the State, she may be asked on cross-examination, whether at a specified time and place she had illicit intercourse with a certain person named, other than the prisoner.—*State v. Reed*, 39 Vt. 417.

Innkeeper.—The price of entertainment furnished by an innkeeper to an infant, not knowing that the latter is acting contrary to the wishes of his guardian, may be recovered by him, and he has a lien on the baggage of his infant guest for such price, and also for money furnished the infant, and expended by him in procuring necessities. An innkeeper is bound to entertain all guests apparently responsible and of good conduct; and the mere fact of infancy alone in the applicant would not justify him in refusing. Hence, although an infant may in general avoid his contracts which are not for necessities, yet the law will not allow him this privilege when the contract is, as in this case, legally compulsory on the part of the adult.—*Watson v. Cross*, 2 Duvall 147.

Insurance.—A policy of insurance against fire provided that, in case of loss, the insured should give immediate notice, and as soon as possible render under oath a particular account of such loss, "stating whether any and what other insurance has been made on the said property, giving copies of the written portions of all policies thereon." The insured, in his affidavit, stated that there were \$300 additional insurance made on the property; viz: a policy believed to be dated Jan. 27, 1863, and numbered 6,736, in the Mechanics' Mutual, of Milwaukee, Wis., on the building; and that he was unable to furnish a written copy thereof, because the policy had been mislaid, and the company had no record of the written part of it. Held, that the furnishing such copies was a condition precedent to the plaintiff's right of recovery, and

that he had not complied therewith.—*Blakeley v. The Phoenix*, 20 Wis. 205.

2. When it is provided in a policy of insurance that all claims are to be barred unless prosecuted within a year from the date of the loss, the condition is complied with by commencing an action thereon within the year, and in case that action is abandoned for good cause, and another instituted promptly, but after the expiration of the year, the assured is not barred.—*Madison Ins. Co. v. Fellowes*, Disney, 217.

Legal Tender.—A great many decisions are being rendered on this point in the United States, and as we now have legal tender notes in Canada, it may be interesting to cite a few of the American cases.—1. Congress has constitutional power to issue Treasury notes of the United States and make them lawful money, and a legal tender for the payment of debts. 2. The Act of Congress of Feb. 25, 1862, authorizing the issue of such notes, is constitutional. 3. The principal sum which redeems a ground rent is a debt within the meaning of the Act. 4. A ground rent, payable in "—dollars, lawful silver money of the United States of America," is redeemable by such notes.—*Schollenberger v. Brinton*, 52 Penn. St. 9, 100.—5. So the half-yearly instalment of a ground rent, payable in "—dollars, lawful silver money of the United States, each dollar weighing 16 dwt. 6 gr., at least."—*Mervine v. Sailor*, *ib.* 18, 45, 102. 6. So a certificate of deposit of "625 dollars, gold, payable in like funds, with interest."—*Sandford v. Hays*, *ib.* 26.

Telegraph Company.—In an action by the defendant in error to recover damages resulting from the incorrect transmission of a message from Detroit to Baltimore over the plaintiff's lines, it appeared that the message was written upon a blank furnished by the company, on which was printed a notice calling attention to certain regulations established by them, printed on the back, and requesting them to send the message subject thereto; among others, that the Company would not be responsible for errors or delay in the transmission of unrepeatd messages; that an additional