

CONCERNING REGULATIONS REQUIRING TELEGRAMS TO BE REPEATED.

against "mistakes or delays in transmission." The company was held liable.

In *De Sutte's Case*, 1 Daly, 547; 30 How. Pr. 403 (1866), the injury occurred through an alteration in transmission of "twenty-two" to "twenty-five." The company had regulations relieving them from liability for unrepeatable messages, but this despatch was not written on a blank of the company containing the ordinary conditions, and the court held that the plaintiff was not bound by such conditions unless they were brought home to his knowledge.

In *Western Union Telegraph Company v. Carew*, 15 Mich. 525 (1867), regulations as to repeating were held to be reasonable, and binding upon one who writes his message upon a blank containing such regulations, whether he reads them or not. In that case there was no evidence of negligence upon the part of the company.

In *Sweetland v. The Illinois, etc., Telegraph Company*, 27 Iowa, 432; 1 Amer. Rep. 285 (1869), rules requiring messages to be repeated were held to be reasonable, but it was also held that such rules would not be so construed as to exempt the company from liability for a loss occasioned by its own fault or negligence, or for want of proper skill or ordinary care on the part of its operators in transmitting an unrepeatable message. In such case, however, the burden of proving negligence is put upon the plaintiff.

In *Graham v. Western Union Telegraph Company*, 1 Colorado, 730 (1871), the damage occurred through a failure to deliver the message after it had been received at the office of destination. There were the usual regulations as to repeating, but the court held these regulations not applicable to the case, and that the company was liable. This is in accordance with the ruling in *Gildersleve's case*, and in *Bryant's case*, and, by analogy, with the doctrine in *Birney's case*.

In *True v. The International Telegraph Company*, to appear in 60 Maine (1870), it was held that a regulation that the company will "not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any message beyond the amount received by said company for sending the same," would not protect the company from liability for its own misfeasance or negligence.

In *Breese v. The United States Telegraph Company*, 48 N. Y. 132; 8 Am. Rep. 526 (1871), the commission of appeals decided that regulations of a telegraph company as to repeating are reasonable, and that where a person writes a message upon a blank containing such regulations, he will be presumed to know and consent to them. The error, in that case, was in making "700" read "7,000," the precise cause of which error was unknown—as the case states. There was no evidence of negligence beyond the fact of the mistake, and the court was not called upon to decide, nor did it attempt to decide, whether the company might relieve itself by such conditions from liability for injuries occasioned by its own negligence.

From this review of the case it appears that a majority of the authorities hold that regulations of a telegraph company relieving them from liability, unless the message is repeated, are reasonable, but will not be construed so as to relieve them from liability for injuries occasioned by their own wilful misconduct or negligence.—*Albany Law Journal*.

The Supreme Court of Illinois, in the recent case (February 7th, 1873), of *Tyler v. The Western Union Telegraph Co.*, 5 Chic. Leg. News 550, Breese, J. have decided that a Telegraph Company cannot restrict its liability by the printed writing as to repetition, &c.,—but our own courts have rather followed the majority of the authorities as stated in the above article. For two recent decisions in our District Court upon the subject, see *Harris v. Western Union Telegraph Co.*, *Legal Intelligencer*, January 3rd 1873, Mitchell, J., and *Passmore v. Id.*, *Legal Int.*, January 31st, 1873, Hare, P. J.—*The Legal Intelligencer*.

TRADING PARTNERSHIPS WITH MARRIED WOMEN.

In France, "where nothing but the Monarchy is *salique*," writes Parson Yorick, "the legislative and executive powers of the shop not resting in the husband, he seldom comes there—in some dark and dismal room behind, he sits commerceless in his thrum night-cap, the same rough son of nature that nature left him." This department, with sundry