

their apartments, and for each meal. In modern times there are hotels kept on what is known as the "European plan," where rooms may be engaged for a specified price and time, without meals or other accommodations. In fact, the modern guest often rents his room from the inn or hotel proprietor, and takes his meals at a restaurant; or obtains his meals there and his lodging elsewhere—there being at this day any amount of diversity as to the contracts and relations of the various patrons to the building and business of the proprietor. As observed in a recent case, and as we have substantially said above, "as the customs of society change, and the modes of living are altered, the law as established, under different circumstances, must yield and be accommodated to such changes": *Carfenter v. Taylor*, 1 Hilt. 195. Any other construction of the statute would easily enable persons to evade its provisions by the most flimsy devices. Ala. Sup. Ct., July 18, 1888. *Foster v. State*.

SOME NOTES OF CASES.—In *Sherman v. Sherman*, Iowa Supreme Court, September 7, 1888, it was held in an action on a note, the issue being whether plaintiff, the payee, had made defendant a gift of the note, and declarations made by plaintiff to defendant of an intent to make such gift having been admitted in evidence, that declarations by plaintiff, made to a third party shortly before the time of the alleged gift, expressing an intention to collect the note by legal means, there being no evidence of special design in making such statements, are not inadmissible as declarations made in plaintiff's interest, since they were made before any right had vested in defendant, and they tended to show that an intention to make the gift, if such existed, was changed before it was consummated. The court said: "The only object of the evidence introduced by the defendant tending to show that the plaintiff at some future time intended to give the note to the defendant was to strengthen and increase the probabilities that the gift was made at the time and as claimed by the defendant. Such evidence tended to show an intent to give only, and without more did not tend to establish the defence relied on. An unexecuted gift, it will be conceded, is not valid. In fact it cannot exist. But the evidence was material as showing an intent to give, and therefore had an important bearing on the question whether such intent had been consummated. The evidence proposed to be introduced had just an opposite tendency, and made it probable that while the plaintiff may have had the intent to make a gift, such intention had been changed, and that about two hours prior to the time the gift is claimed to have been made the plaintiff intended not to make a gift, but to insist on the payment of the note. Was the proposed evidence admissible? Counsel for the appellee insist it was not, because it was a declaration in favour of the plaintiff, and against the interest of the defendant. The declaration preceded the gift, and prior to the time any right had vested in the defendant, and we think the evidence was explanatory of the prior declarations of the plaintiff that he