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## DECISIONS IN COMMERCIAL LAW.

**FAIRCHILD v. FERGUSON.**—R., manager of an unincorporated lumbering company, gave a promissory note for logs purchased by him as such manager, commencing "Sixty days after date we promise to pay," etc., and signed it "R., manager O. L. Co." An action on this note against the individual members of the company was defended on the ground that it was the personal note of R., that the words "manager," etc., were merely descriptive of R.'s occupation, and that the defendants were not liable. *Held*, by the Supreme Court of Canada, affirming the judgment of the Supreme Court of the North-West Territories, that as the evidence showed that when the note was given both R. and the creditor intended it to be the note of the company, and as R. as manager was competent to make a note on which the members of the company would be liable, and as the form of the note was sufficient for that purpose, the defence set up could not prevail and the plaintiffs in the action were entitled to recover.

**McGRACHIE v. NORTH AMERICAN LIFE ASSURANCE Co.**—Under a policy of life insurance with a condition that if any note given for a premium should not be paid at maturity the policy should be void, but the note should nevertheless be payable, the insurers are not bound on non-payment of the note to do any act to determine the risk. In the absence of an election to continue the risk, the Ontario Court of Appeal holds that it comes to an end, and mere demands for payment of the note, and a refusal during the currency of the note to accede to the insured's request for cancellation of the policy, are not sufficient evidence of such election.

**FARQUHAR v. CITY OF HAMILTON.**—Under a contract with a municipality for the laying of block pavements on certain streets, with provision that "the decision of the city engineer on all points coming within this contract specifications shall be final and conclusive, whether as to the interpretation of the various clauses,

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the Ontario Legislature as an interference with trade and commerce. Rose, J., held that the language employed in terms forbids, not the importation, but the sale, or exposure for sale of certain birds. I do not think this is an interference with trade and commerce. To construe the statute according to the intention as manifested by the language used in the amendments, I must hold that the sale or exposure for sale of the birds named is prohibited "no matter where killed or procured," whether within or without Ontario. The order must be refused with costs.

## ANSWERS TO ENQUIRERS.

**SOLUS.**—The reference by Mr. Joseph to the surplus of the Montreal Telegraph Company, which he thought should be divided, was to the balance of assets over liabilities, amounting to \$53,938.67. His contention was that this sum, which is being held as a sort of contingent fund, consisted of some \$5,000 in cash, \$30,000 in Bell Telephone Co.'s stock, and the remainder in real estate, e.g., the building on St. Sacramento street, next door to the company's office. He argued that part at least ought to be distributed, because the company's charter has some ninety years to run. But no one at the meeting voted to divide the surplus except himself and Mr. Evans, the seconder of the motion. The *Montreal Star*, we observe, hints at the company's resumption of control of its own lines, and says: "It should be remembered, however, by those who advocate a distribution of the company's surplus, that should it ever again have to recommence active business it will need all possible reserve of strength to meet the giants it will have to encounter, at which time the Montreal company would find it had to fight rivals, backed up by the active hostility of the Western Union Co."

—A half-yearly dividend of three and a-half per cent. is announced by the Western Bank of Canada, and is payable on and after 1st April next.