Leading Barristers

G. S. MACDONALD NEIL M'ORIMMON

Telephone No. 1941.

J. A. MACINTOSH J. H. MACNEE

Macdonald, Macıntosh & McCrımmon

Law Offices, Canada Life Chambers TORONTO.

Cable Address, 'Macks," Toronto.

GIBBONS. McNAB & MULKERN.

Barristers, Solicitors, &c.,

Office-Corner Richmond and Carling Streets, LONDON. ONT.

GEO. C. GIBBONS, Q. C. P. MULKERN.

GEO. M'NAB. FRED. F. HARPER

WM. LOUNT.

ALFRED H. MARSH. W. A. CAMEBON

LOUNT, MARSH & CAMERON,

Barristers, Solicitors, Notaries and Conveyancers.

Offices, 25 Toronto St., Toronto.

OUNT, Q.C.

A. H. Marsh, Q.C. WM. LOUNT, Q.C.

W. A. CAMERON. Telephone No. 45.
Registered Cable Address, "Marsh, Toronto."

MACLAREN, MACDONALD, MERRITT

& SHEPLEY.

Barristers, Solicitors, &c., Union Loan Buildings, 28 and over TORONTO.

J. H. MACDONALD, Q.C.
J. H. MERRITT G. F. SHEPLEY, Q.C.
V.B. MIDDLETON B. C. DONALD.
FRANE W. MACLEAN.

DECISIONS IN COMMERCIAL LAW.

FAIRCHILD v. FERGUSON.—R., manager of an unincorporated lumbering company, gave a promissory note for logs purchased by him as auch 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 ap could not prevail and the plaintiffs in the action were entitled to recover.

McGrachie v. North American Life As-SURANCE 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 Untario 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, Leading Barristers.

THOMSON, HENDERSON & BELL,

BARRISTERS, SOLICITORS, &c.

D. E. THOMSON, Q. C. DAVID HENDERSON. JOHN B. HOLDEN.

Offices Board of Trade Buildings TORONTO.

PEARSON, MACDONALD & CRONYN,

BARRISTERS, SOLICITORS, NOTARIES, ETC.

Offices Toronto Chambers, North East Corner Toronto and King Sts Entrance Toronto St. TORONTO.

Telephone No. 1571.

JAMES PEARSON, DONALD MACDONALD EDWARD CRONYN.

Meredith, Clarke, Bowes & Hilton.

Barristers, Solicitors, Notaries, &c.

Queen City Chambers, 32 Church Street, Toronto. Telephone No. 403.

W. R. Meredith, Q. C. R. H. Bowes. Charles Swabey.

J. B. Clarke, Q.C. F. A. Hilton.

L N. GREENSHIELDS, Q.C.

R. A. E. GREENSHIELDS

GREENSHIELDS & GREENSHIELDS.

ADVOCATES

Barristers and Solicitors.

1728 Notre Dame St.,

MONTREAL, CAN

Cable Address, "Shields."

the measurements, extra work, quantity, quality, and all other matters and things which be in dispute, and from his decision there shall be no appeal." The city engineer is not disqualified, according to the Ontario Court of Appeal, in the absence of fraud or of bad faith. from deciding whether certain work is or is not extra work, and does or does not fall within the plans and specifications. The possible bias of the engineer in favor of the plans and specifications drawn by him is not sufficient to disqualify him.

LAURI V. RENAD .- This case establishes that The International Copyright Act 1886, cannot be construed so as to revive or recreate a right which had expired before the passing of that Act. Kekewich, J., also expresses the opinion that although two or more registered owners of a copyright take as tenants in common, yet any one or more of them may maintain an action for the infringement of the entire copyright; also that a translation of a play into a foreign language, in order to be protected by the law of international copyright, need not be an absolutely literal translation; it is sufficient, if it is substantially a translation.

REGINA v. CLEGHORN.-Motion for the defendant for an order for a certiorari to remove the summary conviction of the defendant by the Police Magistrate for the city of Toronto, for exposing quail for sale on the 15th October. 1892. The conviction was under the Ontario statute which enacts that "no person shall . . . expose or keep for sale, or, directly or indirectly upon any pretence or device, sell or barter, or in consideration of the purchase of any other property, give to any other person any quail, snipe, wild turkey, woodcock, or partridge, no matter where killed or procured, for a period of two years from the passing hereof." For the defendant it was contended that it was not an offence against the Act to sell or expose for sale quail killed and procured outside of Ontario and imported into Ontario; or, if the Act did prohibit such dealing, that it was ultra vires of April next.

Leading B rristers.

HAMILTON.

Osler, Teetzel, Harrison & McBrayne. BARRISTERS, ETC. HAMILTON, Ontario.

B. B. OSLER, Q.C. JNO. HARRISON.

J. V. TEETZEL, O. W. S. MCBRAYNE

OTTAWA

LATCHFORD & MURPHY,

Barristers, Solicitors, Notaries, &c., Parliamentary and Departmental Agents.

Offices, 19 Elgin St., N. E. Cor. Sparks and Elgin £ts OTTAWA. Telephone 359.

S. B. LATCHFORD.

CHAS, MURPHY.

G. G. S. LINDSEY.

LYON LINDSEY.

LINDSEY & LINDSEY.

Barristers, Solicitors, Notaries and Conveyancers.

FREEHOLD LOAN BUILDING, cor. Adelaide and Victoria sts., TORONTO.

Telephone 2984.

Money to Loan.

W. R. RIDDELL. | CHAS. MILLAB. | B. C. LEVESCONTE.

MILLAR, RIDDELL & Levesconte.

Barristers, Solicitors, Notaries, &c. SUCCESSORS TO

MORPHY, MILLAR, LEVESCONTE & SMYTH, 55 4 57 Yonge St., Toronto.

Telephone 673. :-: Cable, "Rallim, Toronto."

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. Sacrament 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