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Toronto and Principal Cities
of Dominion.**DECISIONS IN COMMERCIAL LAW.**

IN re BROOKE, BROOKE v. BROOKE.—The principle is laid down by Kekewich, J., that creditors of a testator's business carried on after death, are, though execution creditors, entitled to have their claims discharged in priority to creditors of the testator at his death, and that the principle is applicable although the will contains no power to carry on the testator's business, and although the business has been carried on under the direction of the court in administration proceedings.

KENNEDY v. THOMAS.—The English Court of Appeal holds that although the holder of a bill of exchange may present the bill for payment at any reasonable hour of the day it becomes payable, that is, ordinarily, on the third day of grace, and if it is not then paid may at once give notice of dishonor to the parties liable upon it; yet even after dishonor he is not entitled (at least where the acceptance is general) to commence an action upon the bill before the expiration of the last day of grace.

TOTTENHAM v. ROYAL BANK OF SCOTLAND.—An acceptor of a bill of exchange is not liable to a bona fide holder in due course where the bill has been fraudulently altered after acceptance, unless he signs it negligently in such a shape as to render alteration a likely result, according to Charles, J.

HOGGAN v. ESQUIMALT AND NANAIMO RAILWAY.—The Privy Council decides that in order to become a "settler for agricultural purposes" within the meaning of section 23 of the Island Railway Act, 1883, of British Columbia, the claim must be in respect of unoccupied, unsurveyed, and unreserved Crown Lands under section 3 of the Land Act, 1875, and the claimant must have complied with the conditions imposed by sections 5, 9, 10 and 11 of that Act.

IN re QUEENSLAND LAND AND COAL CO., LIMITED (DAVIS v. MARTIN).—Where a company for valuable consideration agrees to issue debentures, and documents purporting to be debentures are accordingly issued, but without the name of the obligee being filled in, such documents are not valid as debentures according to North, J., but the holders are entitled to stand in the same position as if valid debentures had been issued to them.

HANSSTAENGL v. EMPIRE PALACE.—To constitute an infringement of the copyright of a painting under the Copyright Act, the reproduction must be something which is in itself in the nature of a picture, and accordingly a *tableau vivant* after a painting, so far as it consists of a merely temporary arrangement of living figures, is not a reproduction of the painting or the design thereof within the prohibition of the section. This is a decision of the English Court of Appeal.

REISCHER v. BORWICK.—An injury to a ship may fairly be said to cause its loss, if before that injury is or can with reasonable diligence be repaired the ship is lost by reason of the existence of that injury, i. e., under circumstances which, but for the injury, would not have affected her safety. Accordingly the Court of Appeal in England decides that if a policy is effected covering such an injury, it will in the supposed circumstances extend to the loss of the ship.

SKINNER v. SHEW & Co.—Where negotiations for a contract, whereby a patentee agrees to supply a certain person with his patented article to the exclusion of everybody else, are broken off owing to the threats of a third per-

son, the patentee can recover from such third person damages in respect of the profits which might have been earned under the contract during the litigation resulting from such threats, according to North, J., but not in respect of profits which might have been earned under the contract subsequently when the apprehension of interference was removed and the patentee was free to sell to the world.

PHARMACEUTICAL SOCIETY v. PIPER.—The prohibition against the sale of poisons by unqualified persons which is contained in the Pharmacy Act extends to the sale of proprietary medicines containing one of the scheduled poisons as an ingredient in such quantity to be hurtful to man or child, according to the English Court of Appeal. The exemption contained in favor of patent medicines is restricted to medicines which are protected by letters patent under the great seal, and does not apply to proprietary medicines.

THE "MAASDAM."—Judge Jeune holds that where a vessel has rendered necessary services to another, and is in a position to render further services of a valuable kind, but her assistance is dispensed with, she has a right to have the further services which she was ready and able to render taken into account in a salvage reward.

THE "SALTBURN."—An agreement between shipowners and crew that before apportionment of salvage the shipowners shall be entitled to deduct from the sum awarded for salvage the amount of any damages sustained by the ship or her gear in the performance of the salvage service and by reason of her loss of fishing, is imperative, according to Bruce, J.

CHAPMAN v. FYLDE WATERWORKS CO.—Where a water company alone has a statutory power to break up streets and repair service-pipes and the apparatus connected therewith, a duty is cast on the company to keep in repair the apparatus in the street, and it is liable to a passer-by for injuries resulting from non-repair, even though the service pipes and apparatus were laid by the company at the request and expense of the householder. This is a judgment of the English Court of Appeal.

TELEGRAPH CODES.

The compiler of a really reliable and comprehensive code is met at the outset of his undertaking by a difficulty that, so far, has defied all attempts at solution beyond a certain point. Despite the fact that the rules of the cable company permit him to lay under contribution eight languages, the total number of words that can be used with safety for coding purposes is only about 150,000. The reasons for this are two-fold. First, the companies decline to permit the use of any code word of more than ten letters, and it is dangerous to employ those having less than seven, owing to the difficulty of detecting an error in short words. Further, thousands, nay hundreds of thousands of words are rejected because of the similarity of the telegraphic symbols that make up the letters.

Figures are rarely telegraphed. The possibility of noting an error in a group of arbitrary figures is very remote. Should a letter or two be "jumbled" in a code word, there are various ways of correcting the mistake—the sense, the context, and reference to the code; but these guides do not apply to the case of figures. The only remedy for a suspected error is repetition of the message at an enhanced cost of 50 per cent. Numbers, therefore, are expressed by a code word. Errors in the transmission of amounts of money are very rare. A banker's code contains words of every possible sum of money, from a halfpenny up to hundreds of thousands of pounds; and the authors have exhibited great ingenuity in making a limited supply of words do very extensive service.—*Chambers' Journal.*