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vised reference books four
times a year.**R. G. DUN & CO.**Toronto, Montreal, Hamilton, London, and all
cities in Dominion, U.S., and Europe.**DECISIONS IN COMMERCIAL LAW.****ARMOUR V. IMPERIAL BANK OF CANADA.**—Ap-
peal by the plaintiff from the judgment dismissing
the action, which was brought to recover \$100
on a deposit receipt, dated 30th October, 1877,
issued by the bank at Ingersoll to Catherine
McAulay, who died on 27th Feb., 1879, inste-
tate. Letters of administration were granted to
the plaintiff, a sister of Catherine, on 23rd Janu-
ary, 1890, and this action was begun on 17th
January, 1894. On 30th October, 1879, Mary
McAulay, another sister, brought the receipt to
the bank, and, at her request, the bank paid her
\$10, the interest which had accrued during the
two years, and exchanged the original receipt
for a new one, in precisely the same terms as
before, with the exception of the date, and ex-
pressed to be in the name of Catherine, who
had then been some months dead. On 10th
July, 1882, Mary went again to the bank and
received payment of the money and accrued
interest, giving up the receipt, and also giving
the bank a bond of indemnity by two sureties.
Mary died on 23rd April, 1883, and the bank
heard no more of the matter until this action
was brought. When the deposit receipts were
produced, both of them were found to have an
indorsement upon them of the name and mark
of Catherine, attested by a teller in the bank.
The indorsement upon the receipt of 1879 was
scored out, and beneath was an indorsement of
the name and mark of Mary, attested by one
Walsh, directing payment to Richard Wilson
or order. There was no evidence of when or
under what circumstances any of these indorse-
ments were made. Both Catherine and Mary
were elderly unmarried women, both illiterate,
and they lived together in a cottage at Inger-
soll. It was probable that the bank clerks did
not know one sister from the other, and that
when Mary brought the receipt in October,
1879, they supposed she was Catherine. Held
by the Court of Appeal that the money was
Catherine's when deposited, there being no evi-
dence to the contrary; and as, by the terms of
the receipt, it was payable only upon fifteen
days' notice, which was not given, the Statute
of Limitations had no application, and unless it
could be made out that Mary had acquired some
title from her sister in her lifetime, the defend-
ants must be liable. The court below found
that there had been a gift by Mary to Catherine
in her lifetime, and it was contended upon the
appeal that there was either a gift *inter vivos* or
a gift *mortis causa*. Appeal allowed, and judg-
ment to be entered for the plaintiff for the
amount of the deposit, with interest, and costs
both here and below.**NIGHT FLITTING.**The man who, like a thief in the night, leaves
his dwelling or his shop and carries his belong-
ings with him, intending to cheat his landlord,
may think he does a smart thing. The law
does not approve it, however. J. D. Coulter
formerly had a tailoring store at 247 Yonge
street, Toronto, and last week was charged with
fraudulently and clandestinely removing his
goods in the night-time, while owing \$267 rent.
Arraigned before the police magistrate last
week, Coulter swore that the goods were moved
on a Monday, and on the previous Saturday he
declared he sold them to his wife for \$500 cash.
This money, Coulter swears, was handed over
to his solicitor to be equitably divided between
the landlord and his other creditors. He added
that his wife mortgaged some of her property to
pay the money, and that the money to pay for
the property had been partially provided by
the witness. The police magistrate of Toronto,
nevertheless, considered the whole transaction
fraudulent and clandestine, and so expressed
himself. He ordered Coulter to pay \$280, twice
the estimated value of the goods removed, within
fifteen days, and in default of payment distress,
and in default of distress six months in jail.**Counsell, Glassco & Co.****BANKERS & BROKERS**

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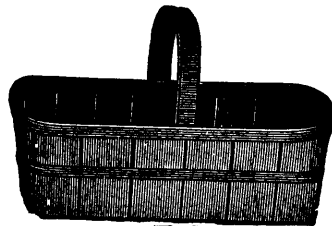
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