## DECISIONS IN COMMERCIAL LAW.

ARMOUR V. IMPERIAL BANK OF CANADA.—Appeal 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, intestate. Letters of administration were granted to the plaintiff, a sister of Catherine, on 23rd January, 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 expressed 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 indorsements were made. Both Catherine and Mary were elderly unmarried women, both illiterate, and they lived together in a cottage at Ingersoll. 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 evidence 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 defendants 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 judgment 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 belongings 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.