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DECISIONS IN COMMERCIAL LAW.

ARTHUR V. GRAND TRUNK RAILWAY Co.—By the Railway Act of Canada a railway company has power to divert any water course, subject to the provisions of the Act; but in order to entitle themselves to insist upon the arbitration clauses of the Act, the company must, according to the Court of Queen's Bench, show upon their registered plans their intention to do so. Every proprietor on the banks of a national stream has the right to use the water, provided he so uses it as not to work any material injury to the rights of other riparian proprietors; but so soon as he uses it in such a way as to diminish the quantity or quality of the water going on to the lower proprietors, or to retard or stop its flow, he exceeds his own rights, and infringes upon theirs, and for such infringement an action lies. The defendants built an embankment which entirely cut off the plaintiff's access to the water of a stream by diverting it from his farm. Held, that it was the fact of the defendants having diverted the watercourse, not the fact of the plaintiff having sustained damage from their doing so, that gave him his cause of action; and the proper mode of estimating the damages was to treat the diversion as permanent, and to consider the effect upon the value of the farm that the permanent abstraction of the water should have.

SUMMERS V. BEARD.—In this case a lien was claimed for certain steel work done on a building which had been completed by June 30th, 1893, excepting that it being found that certain bolts projected out of the walls too far, these required to be cut down, which was done between October 17th and October 25th, 1893. The lien was registered on November 17th, 1893. Falconbridge, J., held that the lien was registered too late, since the time should have been computed from June 30th, which was practically the date of completion of the work as mentioned by the lien Act.

CLIFFORD V. LOGAN.—A mortgage of a growing crop or a crop to be grown does not come within the provisions of the Bills of Sales Act of Manitoba, according to the Court of Queen's Bench for that Province. At most the plaintiff got, under his mortgage, an equitable interest in the crops to be sown; but before he could take possession of the crop, before even it came into existence, there was the writ of execution in the sheriff's hands. A writ of execution against goods and chattels, at and from the time of its delivery to the sheriff, binds all the goods and chattels, or any interest in all the goods and chattels of the judgment debt or within the bailiwick of the sheriff. It binds, not merely the goods and chattels which the debtor has at the time it is placed in the sheriff's hands, but all the goods and chattels he acquires and has while the writ is current and unsatisfied. When the crop here came into existence, the property in it, the legal title to it, was in the debtor. The mortgage passed no property in the crop, or, at most, a right to it in equity. It gave the plaintiff an equitable right to enter and take the crop, should it come into existence. But the moment it came into existence, the property in it and the legal title to it became bound by the execution. The property must go to the mortgagee, subject to the execution. The mortgage was not executed until seven months after the sheriff received the writ.

THE CORRINNE MILL, CANAL AND STOCK COMPANY V. TOPONCE.—The Supreme Court of the United States decides that a general manager

of a corporation, who is at the same time a director and vice-president thereof, may recover of it for his services as general manager, which were clearly outside of his duties as vice-president and director, where they were rendered under such circumstances as raise an implied promise to pay for them on the part of the corporation.

MACLAY V. THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.—The Supreme Court of the United States decides that a guardian, unless his powers in this respect are restricted by statute, is authorised to sell his ward's personal property and reinvest the proceeds, and to collect or compromise and release debts due to the ward, subject to the liability to be called to account for his acts.

HUNTLEY V. KINGMAN.—Decided by the Supreme Court of the United States that at common law a debtor in failing circumstances has the right to pay one creditor in preference to another, even where he is aware of his inability to pay in full; but in Ontario this common law right is varied by statute.

ATTORNEY-GENERAL V. METROPOLITAN RAILWAY.—This was an action to recover compensation from a railway company under the following circumstances: The defendants, under their statutory powers, constructed an underground railway; they acquired a piece of land, in which they opened a shaft for ventilating their line. The plaintiff became lessee of a house adjoining this piece of land, and afterwards the defendant enlarged their air shaft, in consequence of which larger quantities of smoke, steam and foul air issued therefrom, to the increased discomfort of the occupants of the plaintiff's house. For this increase of nuisance, the plaintiff claimed compensation, but the Court of Appeal in England decided that neither on the ground of nuisance, nor yet under the Railway Act, was the plaintiff entitled to succeed, as the injury complained of arose from the working of a railway, which the defendants had a right to carry on under their statutory powers, and that but for this the mere alteration in the shaft would have caused no damage.

THE SEAL FISHERY.

The St. John's, Newfoundland, mail yesterday brought a report of the seal fishery up to the 24th inst. The arrivals are:

Steamers.	Date.	No. of seals.
Panther.....	4th April.....	7,592
Hope.....	5th ".....	16,490
Walrus.....	8th ".....	10,065
Diana.....	9th ".....	15,122
Mastiff.....	11th ".....	6,800
Windsor Lake.....	13th ".....	2,729
Ranger.....	21st ".....	11,360
Algerine.....	22nd ".....	11,000
Labrador.....	22nd ".....	6,800
Terra Nova.....	22nd ".....	3,500
Nimrod.....	23rd ".....	4,020
Vanguard.....	24th ".....	7,700
Island.....	24th ".....	5,000

Total to date.....107,678

Eight steamers are yet to return, but all are reported with small catches. The result as far as the steamers are concerned, is very bad. Quantities taken by shore people cannot yet be accurately estimated, but they will likely bring the total catch up to a good average one. The price paid is \$4; last year it was \$4.60.—*Halifax Chronicle, 24th April.*

—The building of boats as well as ships threatens to be a lost art on the Miramichi before long, says the *St. John Record*. But there is life in the business in Richibucto. Several new boats were added to the fleet of that river last spring, and now there are ten on the stocks.