DECISIONS IN COMMERCIAL LAW.

IN RE EATON.—John Eaton insured his life, the policy being made payable "to his wife Sarah, her executors, administrators or assigns." The wife Sarah died before the testator, who himself died in 1892. *Held* by Ferguson, J., that the provision of the policy for payment to her, her executors, etc., became void on her death in the lifetime of the testator, and the insurance money was personal estate of John Eaton. The words "executors, administrators or assigns" used in the policy, made no difference; and the policy must be one under the Act for securing to wives and children the benefit of life insurance, and under that Act the person entitled having died in the lifetime of the insured, the insurance money formed part of the estate of the latter.

MILLOY v. GRAND TRUNK RAILWAY CO.—The plaintiff delivered a quantity of apples to the defendant at their warehouse for the purpose of shipment by the defendants' railway, and on a sufficient quantity being delivered to fill a car, applied for a car and was promised one at a named date. The defendants failed to furnish the car at the date specified, and a fire occurring the apples were destroyed. *Held* by the Court of Common Pleas, that the responsibility of the defendants was that of carriers and not of warehousemen, and therefore, they were liable for the loss sustained by the plaintiff.

CLARK v. MCCLELLAN.—A quantity of wheat was delivered by the plaintiff to the defendant, a miller, under a receipt stating that the same was received in store at owner's risk, and that the plaintiff was entitled to receive the current market price when he called for his money. The wheat, to the plaintiff's knowledge, was mixed with wheat of the same grade and ground into flour. The mill, with all its contents, was subsequently destroyed by fire, but there had always been in store a sufficient quantity of wheat to answer the plaintiff's receipt. *Held* by the Court of Common Pleas, that the receipt, and evidence in connection therewith, showed there was a bailment of the wheat, and not a sale. Negligence on the part of the defendant was attempted to be set up, but the evidence failed to establish it.

REGINA v. MCDONALD.—On the 13th October, 1890, the defendant was convicted by the stipendiary magistrate for the town of Dartmouth, of the violation of the Provincial Liquor License Act of 1886. The offence charged was the sale of "table beer," a beverage which was shown to have a slightly intoxicating effect. On 20th of November, 1890, a summons was obtained, calling upon the prosecutor to show cause, before the judge of the county court, why the conviction should not be set aside. The county court judge, having given judgment quashing the conviction, and an appeal having been taken to the Supreme Court of Nova Scotia, that court allowed the appeal that "table beer" is an intoxicating drink within the provisions and meaning of the Act. The court also held that an appeal from the county court judge was *intra vires* the provincial legislature, and that the county court judge, in the absence of evidence showing that the delay between the date of the conviction and the date of the summons "arose wholly from the default of the convicting magistrate," had no jurisdiction to hear the application. Also that the county court judge was prohibited from extending the time, for any reason, beyond one month.

CORBITT v. DIGBY WATER CO.—By a gran to parties under whom the defendant company claimed, an easement was granted consisting of the right to construct and repair a reservoir or tank for water, and conduct thereto the water from springs on the property. The company constructed a tank and cut trenches, etc., and years after constructed a new and larger tank for which an action was brought by the grantee of the fees. *Held* by the Supreme Court of Nova Scotia that the construction of the new tank was not justified, and that the plaintiff could maintain an action for the nuisance.

SCOTT v. BANK OF NEW BRUNSWICK.—The plaintiff deposited $1,400 in the defendant's bank and intrusted the deposit receipt, which he indorsed, to R., but did not give R. any power to use the money. The manager of the bank knew that R. had no right or authority to use the money. During the plaintiff's absence from the country R. gave the defendants this deposit receipt as collateral security to his own note, and on the failure of R. to retire his note at maturity, the plaintiff's money was transferred to R.'s account and the note paid therefrom. Some time afterwards the plaintiff discovered what had been done and took a mortgage and bill of exchange from R. to secure his money. He, however, did not notify the defendants of what he had done until some two years later, and after he had failed to realize on his securities. He then brought this action to recover this amount from the defendants. *Held* by the Supreme Court of New Brunswick that by his action the plaintiff had exonerated the defendants and was estopped from recovering against them.

EX PARTE DUFOUR.—This was an application for a certiorari to bring up a conviction made against the applicant under the Act respecting ferries, for running a ferry without license across the river St. John between Edmundston, N.B., and the State of Maine. At this point the river forms the boundary line between Canada and the United States. The Canadian and State of Maine authorities had granted a license to B. to run a ferry at this point, and the applicant, who was a United States citizen, started another ferry in opposition to B., for which the conviction complained of had been made against him under the above Act. *Held* by the Supreme Court of New Brunswick that the St. John was an international river, and under the terms of the Ashburton Treaty free alike to citizens of both countries, and that the Dominion could not grant a license which would entitle the licensee to ferry from Canada to the United States side and *vice versa*, to the exclusion of any person else who chose to do so.