DECISIONS IN COMMERCIAL LAW.

CONSTABLE v. THE NATIONAL STEAMSHIP COMPANY.—The Supreme Court of the United States decides that the rule that a delivery of cargo, to discharge the carrier from his liability, must be made upon the usual wharf of the vessel and actual notice be given to the consignee, if he be known, may be varied by stipulation. The carrier may extend his statutory exemption from fire to such loss by fire as occurs after the discharge of the cargo, by special stipulation to that effect in the bill of lading. The delivery of goods from a ship must be according to the custom and usage of the port, and such delivery will discharge the carrier of his responsibility. The provision in the bill of lading that the goods shall be taken from alongside by the consignee immediately the vessel is ready to discharge, is inconsistent with the idea of personal notice of the discharge of cargo. A deviation which is a customary incident of the voyage, and according to the known usage of trade, neither avoids a policy of insurance nor subjects the carrier to the responsibility of an insurer. Where the pier of the carrier was so blocked that the vessel could not obtain access to it to discharge her cargo, it was not a deviation, but a matter of ordinary prudence to select a neighboring pier for that purpose. A stipulation in the bill of lading that the carrier should not be liable for a fire happening after unloading the cargo, is reasonable and valid, and exempts the carrier from liability for loss by fire to the cargo, while in his possession, after unloading, where there was no negligence on his part. The discharge of the cargo of a ship at a pier other than the usual one, but near by, is not a deviation such as to render the carrier an insurer of the goods so unloading.

NORTHERN PACIFIC RAILROAD COMPANY v. HAMBLY.—A common day laborer in the employ of a railroad company owning and operating a line of railway, who was, at the time he received the injury complained of, working for the company under the direction of a section boss or foreman on a culvert on the line of its road, was a fellow-servant with the engineer and conductor operating and conducting a passenger train on the company's road, in such a sense as exempted the company from liability for an injury inflicted upon him by and through the negligence of said conductor and engineer in moving and operating said passenger train, according to the Supreme Court of the United States.

THE MISSOURI PACIFIC RAILWAY COMPANY v. MCFADDEN.—The Supreme Court of the United States holds that a carrier is not liable on a bill of lading for property which at the time of the signing of the bill remained in the hands of the shipper for the purpose of being compressed for the shipper's account, and was destroyed by fire before the delivery to the carrier had been consummated. A bill of lading does not partake of the character of negotiable paper, so as to transfer to the assignees thereof the rights of the holder of such paper, and such transfer does not preclude enquiry into the transaction in which it originated.

DUNHAM v. THE DENISON MANUFACTURING COMPANY.—A patent cannot be re-issued to include structures and improvements which were neither described nor claimed in the original patent. A patent cannot be lawfully re-issued for the mere purpose of enlarging the claim unless there had been a mere mistake inadvertently committed in the wording of the claim, according to the Supreme Court of the United States.

SEEBRERGER v. CASTRO.—Clippings from the ends of cigars and pieces broken from the tobacco of which cigars are manufactures in the process of such manufacturing, not fit for any use except for cigarettes and smoking tobacco, are not manufactured tobacco within the meaning of the tariff Act of 1893, and are not liable to a duty of forty cents per pound, according to the Supreme Court of the United States.

ADVERTISEMENT SUITS.

In the case of Smith v. Jarvis the action was brought by the plaintiff, Mr. Thomas Smith, trading as Smith's Mutual Advertising Agency, 132 Fleet street, London, Eng., who sought to recover the return of the sum of £3 15s. The plaintiffs' representative said that the defendant was formerly in their exclusive service, and after he left he improperly obtained an order from one of their customers. They paid him the commission on the order by mistake, and now asked for the return of the money. They refused the order which the defendant brought them when they found out that they had formerly done business direct with the advertiser. It was further stated that the defendant had promised to refund the money. The latter admitted this, but added that the promise was made because he thought that he would be able to do further business with the plaintiffs. When he found out that he would not, he stood upon his strict rights. Originally he had taken the order with the plaintiffs' permission, and had nothing to do with the carrying of it out. Mr. Commisioner Kerr non-suited the plaintiffs, but said that they might bring another action and try it before a jury, if they liked. The Local Time Table Company sued Mr. Joseph Hand to recover the price of an advertisement inserted in a local time table. The defendant said he had not paid because there had been a breach of contract. He only signed the order on condition that he was to have fifty of the time tables sent to him every month, and they had not come. The plaintiffs pointed out that nothing of that sort was contained in the order. Mr. Commissioner Kerr said the defendant must pay the money. In another case, the company sued a Mr. Burton, and the defence raised was the same, the defendant adding that he had countermanded the order in May. The plaintiffs alleged that they had not received the countermand, and judgment was given in their favor.—*Stationery Trade Journal.*

AN ELECTRIC LIGHT FIRE.

Mr. Justice Archibald, at Sherbrooke, has given a judgment in the case of the Stanstead and Sherbrooke Mutual Fire Insurance Company vs. the Bell Telephone Company. On the 25th June, 1892, between three and four o'clock in the morning, the building then used as an exchange office at Richmond by the Bell Telephone Company, and occupied by John Hamilton, was destroyed by fire. The plaintiffs paid the insurance on the building and contents, $1,900, and sued the defendants to recover this amount on the ground that they were legally responsible for the fire. Plaintiffs alleged that through the negligence of the defendant company there was a cross between one of the Bell telephone wires at Dr Brown's and an electric light wire, thereby causing a deflection of the strong electric current from the electric light system to the telephone wire, and from thence to the exchange office, where it burst out into a flame. The court decided that the plaintiffs had fully made out their case and the judgment should go against the defendants, who were responsible for suffering such a state of things to exist. Judgment against the defendants accordingly for $1,900 and costs.