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## DECISIONS IN COMMERCIAL LAW.

BELL V. OTTAWA TRUST AND DEPOSIT CO.—Appeal by the Union Bank of Canada: creditors who had proved a claim against the estate of Peter McRae, in administration proceedings, from the certificate of the local master at Ottawa certifying his finding that the security on the estate of a third party for whom the estate of Peter McRae was only indirectly or secondarily liable, and his direction that the security should be valued. Certain timber limits, the property of the firm of McRae Bros. & Co., were assigned to them by the bank as collateral security for the payment of certain promissory notes and any renewals or part renewals thereof. The promissory notes upon which the bank's claim against the estate was based were renewals and part renewals of the original notes. Peter McRae, when he individually signed the notes in question as one of the makers thereof, was a member of the firm of McRae Bros. & Co., and it was not questioned that as to his estate the firm were third parties. There was a deficiency of assets in the estate of Peter McRae to meet the claims of creditors. The Act respecting estates of insolvent deceased persons, provides as follows: "On the administration of the estate of a deceased person, in case of a deficiency of assets, every creditor in proving his claim shall state whether he holds any security for his claim or any part thereof, and shall give full particulars of the same, and if such security is on the estate of a deceased debtor or on the estate of a third party for whom the estate of the deceased debtor is only indirectly or secondarily liable, the creditor so proving his claim shall put a specified value on such security." McMahon, J., held that Peter McRae, as a maker of the notes, was primarily liable to the bank thereon, and his estate did not come within the Act as being indirectly or secondarily liable, and the bank was not, therefore, obliged to value their securities when filing their claim against the estate. The Master found that, as between the individual partners and the firm, Peter McRae was an accommodation maker of notes, and it was by regarding the position, rights and liabilities of the makers of the notes *inter se*, that the confusion arose.

SAULTS V. EAKET.—The plaintiff sued to recover the price of a binder supplied to the defendant. The plaintiff had a verdict and the defendant appealed. The plaintiff sued upon a written order signed by the defendant, by which he authorized the plaintiff to ship him a Deering binder, for which he agreed to pay \$130. That the binder was delivered was not denied. But the defendant asserted that the agreement was that if the machine did not work to his satisfaction, he need not keep it; and alleged that it did not work to his satisfaction, and he returned it. The plaintiff's agent stated that he made a further condition after the agreement, that the machine was to do good work, and if it did not work to his satisfaction, the defendant was to put it out on the road, and the agent would get it. The full Court of Queen's Bench, Manitoba, held that the appeal must be dismissed with costs. Upon the evidence it must be held that the condition relied upon by the defendant was made after the order was signed, and was an agreement made entirely without consideration. The condition sought to be incorporated with the agreement was inconsistent with the written agreement and varied it most materially. If the conversation about the defendant not keeping the machine took place and the condition was made before the signing of the order, the defendant relying on it, was seeking to vary by parol a written agreement.

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