A LICENSE DECISION.

The decision of the Court of Review in the Georgeville license case, which orders the municipal council to issue a license to the petitioner, a Mr. Beach, is in some respects a very important one, and will add to the difficulty local prohibitionists meet with in enforcing their ideas. The plaintiff in the case fitted out a hotel at Georgeville, for which he sought a license to sell liquor, and applied to the municipal council for the necessary confirmation of his certificate. The place in question seems to have been a respectable one, provided with the required accommodation for the entertainment of travellers, and during the year it held a license was legally conducted. There was, indeed, no pretence made by the council that, if the township was to have licensed hotels, the application should be refused. The majority of the councillors acted on the principle that the sale of liquor within the limits of the municipality was in itself objectionable, and, on the advice of the Quebec branch of the Dominion Alliance, declined to approve of the application before them. There is in the township of Stanstead no by-law declaring that licenses shall not be issued. The question was raised in the courts if, in the absence of such by-law, the absolute refusal to confirm an applicants certificate, simply because the councillors objected to all licenses, was legal. Judge Pagnuelo, in the Superior Court, held that it was. His colleagues, sitting as a court of review, say otherwise, and, unless the Township Council is prepared to face a heavy bill for legal expenses in appeal, it will be under the necessity of confirming the certificate, and the hotel will get its license. There are many municipalities in the province where the rule followed by the Stanstead Council prevails, and in which the court's decision will be received with surprise. Practically, the effect will be that where no anti-license by-law exists, a license seeker of good character whose application is not opposed by a majority of the electors, must have it approved, and the option of refusal is removed from the municipal council to the body of ratepayers, who can only make their views effective by means of a written document presented to the Council against each application.—*Montreal Gazette.*

DECISIONS IN COMMERCIAL LAW.

FILION V. REGINAM.—A petition of right was brought by F. to recover damages for the death of his son, caused by the negligence of servants of the Crown while engaged in repairing the Lachine Canal. The Supreme Court of Canada held, affirming the decision of the Exchequer Court, that the Crown was liable under the Supreme and Exchequer Court Act, and that it was no answer to the petition to say that the injury was caused by a fellow-servant of the deceased, the case being governed by the law of the Province of Quebec, in which the doctrine of common employment has no place.

BROWN V. LENNOX.—Where a lease containing a covenant against assignment without the consent of the lessors, is so assigned, the assignment containing a covenant by the assignee to pay the rent and indemnify the assignor, and the assignee goes into possession of the demised premises, he is bound by his covenant, and is liable, notwithstanding the non-assent of the lessors, to repay to the assignor rent accruing due after the assignment, paid by the assignor to the lessors under threat of legal proceedings, according to the Court of Appeal.

THOMPSON V. GRAND TRUNK RAILWAY CO. OF CANADA.—Cattle are "at large" within the meaning of the Railway Act when the herdsman, in following one of the herd that has strayed, gets so far from the main body that he is unable to reach them in time to drive them over a railway crossing when he sees a train approaching. The question whether cattle are at large or not, need not, under all circumstances, be submitted to the jury, if the case is being tried before one. The judge is entitled to hold that there is no evidence that the plaintiff is not within the prohibition of the Act. This is a judgment of the Court of Appeal.

DIONNE V. REGINAM.—D., a retired employee of the Government of Quebec, surrendered his pension for a lump sum to the Government, and afterwards he and his wife brought an action to have it revived and the surrender cancelled. By Art. 690 of R.S.P.Q., "the pension or half pension is neither transferable nor subject to seizure," and by Art. 693 the wife of D. would have been entitled on his death to an allowance equal to one-half of his pension. The Supreme Court of Canada decided, reversing the decision of the Court of Review, that D., after his retirement, was not a permanent official of the Government of Quebec, and the transaction was not, therefore, a resignation by him of office and a return by the Government, under Art. 688, of the amount contributed by him to the pension fund; that the policy of Arts. 685 and 690 is to make the right of a retired official to his pension inalienable even to the Government; that D.'s wife had a vested interest jointly with him during his life in the pension and could maintain proceedings to conserve it; and therefore, that the surrender of the pension should be cancelled.

NORTH AMERICAN GLASS CO. V. BARSALOU.—B., a manufacturer of glassware, entered into a contract with two companies in the same trade, by which, in consideration of certain quarterly payments, he agreed to discontinue his business for five years. The contract provided that if at any time during the five years any furnace should be started by other parties for the manufacture of glassware, either of the said companies could, if it wished, by written notice to B., terminate the agreement "as on the first day on which glass has been made in said furnace," and the payments to B. should then cease, unless he could show "that such furnace or furnaces at the time said notice was given could not have a production of more than one hundred dollars per day." The Supreme Court of Canada held, affirming the decision of the Court of Review of Quebec, that under this agreement B. was only required to show that any furnace so started did not have an actual output worth more than $100 per day on an average for a reasonable period, and that the words "could not have a production of more than one hundred dollars per day" did not mean mere capacity to produce that quantity, whether it was actually produced or not.