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DECISIONS IN COMMERCIAL LAW.

McCullough v. Clemow.—The defendant by a written instrument, agreed with the plaintiffs that during one year he would sell coal at the plaintiffs' prices, and that the net profits over \$3,000 should be the property of the plaintiffs, and should be deemed to be money received by the defendant for the use of the plaintiffs. The net profits were to be ascertained in manner set forth in clause 6 of the agreement, by a named accountant, on or before the 10th May, 1895. There was also by clause 8, a provision for a reference to the same accountant in case of dispute. There was no provision as to interest. This action was brought on the 30th April, 1891, to recover \$581, the amount of the net profits as ascertained by the accountant under clause 6. Clause 8 was not invoked by either party. At the trial it was held that the determination of the amount under clause 6 was void, because it was not made until after the 10th May, 1885; and a reference to a Master was ordered to take an account of the net profits under the agreement. The Master reported that \$706.68 and interest was due the plaintiffs, but upon an appeal the report was sent back, and a new report was afterwards made finding \$501.11 and interest as the amount named. The Court of Queen's Bench decided that a contract to pay interest could not be implied from the dealings of the parties, and, there being no express contract, the case was not one in which interest was payable "by law," and therefore, it did not come within the first branch of s. 85 of the Ontario Judicature Act, nor did it come within the second branch, as a case in which it had been usual for a jury to allow interest, for no debt existed which was payable until it was ascertained, either in the manner provided by the agreement, or, in default of that, by means of the account taken in the action. Further, that the mode of computation provided by the contract being departed from, no certainty remained as to the amount payable or the time of payment, which could not be said to arrive until after the final decision of the issues raised in the action; nor did all the elements of certainty appear by the contract so as to require

nothing more than an arithmetical computation to ascertain the exact sum of the exact time for payment; and therefore, there was no debt or sum certain, payable by virtue of a written instrument at a certain time, within the meaning of s. 86.

PATENT RECORD.

The following list of United States patents, granted to Canadian inventors, July 16th and 23rd, 1895, is reported expressly for this paper by James Sangster, patent attorney, Buffalo, New York:

Alexander Dobson, Beaverton, Ont., cleaning attachment for dust-collectors.

Edward Gurney, Toronto, Ont., boiler.

Eben Perkins, St. John, N.B., machine for making horseshoe nail blanks.

Robert P. Scott, Cadiz, Ohio, and J. A. Chisholm, Oakville, Ont., cleaning green peas.

David T. Baxter, Hamilton, Ont., autographic register.

Thomas J. Byers, Eganville, Ont., carrying-

Augustus A. Davidson, Victoria, B.C., device for baby-food regulators.

Robert G. H. Dillon, Long Point, Ont., handwheel cultivator.

Henry M. Dinning, Montreal, Que., sashfastener.

Grace H. D. Harris, Toronto, Ont., rugfastener.

Joseph Lachance, St. Francois, Que., nut-

Gedeen Pierard and V. Guinet, Montreal, Que., high or low water-alarm for steam boilers.

Joseph P. Rogers, Toronto, Ont., oil can and lamp-filler

Charles H. Taylor, assignor of one-half to W. T. Ross, R. W. Sutherland, and H. Millen, Montreal, Que., hydraulic air-compressing apparatus.

Charles H. Taylor, assignor to J. R. Fair and H. Millen, trustees, Montreal, Que., hydraulic air-compressing apparatus.

William W. Towne, Danville, Que., heating

Joseph A. G. Trudeau, Ottawa, Ont., alternating electric motor.

Albert S. Weaver, Hamilton, Ont., bicycle.

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Ottawa, Ont., 29 and 30 Ontario Chambers, Sparks Street—Launcelot Gibson, Supt.

London, Ont., Masonic Temple, Richmond Street—J. T. Merchant, Supt.

London, Ont., 63 James Street S.—Frank Leslie Palmer, Supt.

Kingston, Ont., 23 Bagot Street, corner Brock—Wm. Cholmondrley, Supt.

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THE LAVISH JENKINS.

In October, 1886, a religiously minded Buckinghamshire farmer named Jenkins brought his first-born to the parish church to be christened, and this was to be the name: Abel Benjamin Caleb Daniel Ezra Felix Gabriel Haggai Isaac Jacob Kish Levi Manoah Nehemiah Obadiah Peter Quartus Rechab Samuel Tobiah Uzziel Vaniah Word Xystus Yariah Zechariah.

It will be observed that the names are all arranged in alphabetical order, and are as far as possible selected from Scripture. It was only with the very greatest difficulty that the clergyman dissuaded Mr. Jenkins from doing the lasting wrong to his child that he had unwittingly devised; but eventually it was decided to christen the boy simply Abel.—From Chamber's Yournal.

RUSSIAN PETROLEUM.

The American Manufacturer says: " The production of petroleum in Russia last year is officially returned at 297,500,000 poods, as compared with 324,700,000 poods in 1893, and 286,500,000 poods in 1892. The production effected January, this year, was 34,000,000 poods, while in Feb. the output was 31,400,000 poods. The in Feb. the output was 31,400,000 poods. The stocks held at the commencement of January, this year, were estimated at 6,500,000 poods. The corresponding stocks in July, 1894, were returned at 23,000,000 poods. It requires some 10.18 poods to make a barrel of 42 gallons. The demand for Russian petroleum is stated to be increasing both on home and foreign account."