DECISIONS IN COMMERCIAL LAW.

JOHNSTON v. CATHOLIC MUTUAL BENEVOLENT ASSOCIATION.—A certificate issued in favor of an unmarried man by a benevolent society directed payment to his executors. The rules of the society required the beneficiary to be named in the certificate, and in default provided for payment to certain named relations of the member, or to his next of kin, or to the beneficiary fund of the society. The Court of Appeal held that the beneficiary fund did not pass to the member's executors under his will, and that neither creditors nor legatees could claim it, but that the case must be looked upon as one of default of appointment and the money applied as directed by the rules.

SCOTTISH ONTARIO AND MANITOBA LAND CO. v. TORONTO.—The plaintiffs alleged that in consideration of their paying to the defendants their charges for the proper supply of pure water for the plaintiffs' hydraulic elevator, the defendants undertook and agreed to supply the plaintiffs with such water; and that in supplying such water, the defendants negligently caused and allowed water so furnished by them during six years prior to the commencement of this action, to be impregnated with sand and such deleterious matter held in suspension therein, the water being in such condition, to the knowledge of the defendants, that it so greatly damaged the apparatus of the plaintiffs' elevator that the same became totally useless to the plaintiffs. The defendants pleaded "not guilty by statute," and that it was not expressly alleged that the act complained of was done maliciously and without reasonable and probable cause; that the act complained of was done by them in the execution of their office, and that no notice of action had been given. The Court of Appeal held that as this action was for breach of contract, none of these statutory defences were open to the defendants.

KIRCHHOFFER v. CLEMENT.—The sheriff seized crop of growing grain in 1895; threshed, moved and sold the same under an execution against the owner of the grain, with knowledge of the existence of a chattel mortgage on the same in favor of the plaintiff. The Court of Queen's Bench of Manitoba decided that a judgment in favor of the plaintiff against the sheriff for wrongful conversion of the grain must be upheld, the mortgage having been given for the purchase price of seed grain, although the mortgage itself did not set this fact out, and a chattel mortgage on growing crops, unless given for the purchase price of seed grain, being void.

TEETOTAL LIFE RISKS.

An interesting feature of the business of the United Kingdom Temperance and General Provident Institution is its experience of thirty years, illustrating the difference between the mortality in the temperance section of its policy-holders and the general section. The advantage is strongly with the teetotallers, for while 97 out of 100 expected deaths took place in the general section, only 71 out of an expected 100 took place in the temperance section, as the abstainers' division of policy-holders is called. The latest compilation of this company's risks shows that considerably more than half of its business is in the General Section. This being the sixth company in magnitude of the ninety British companies, either of its two sections would constitute a business equal in magnitude to that of the great majority of those companies, and its experience is therefore of much value.