

THOMSON, HENDERSON & BELL,**BARRISTERS, SOLICITORS, &c.**D. E. THOMSON, Q.C.
DAVID HENDERSON,
GEORGE BELL,
JOHN B. HOLDEN,Offices
Board of Trade Buildings
TORONTO.WM. LOUNT, Q.C.
W. A. CAMERON, M.A.A. H. MARSH, Q.C.
GEO. A. KINGSTON.

Cable Address—"Marsh, Toronto."

LOUNT, MARSH & CAMERON,**BARRISTERS, SOLICITORS, &c.**Solicitors for the Trust and Loan Co'y of Canada and
for the Standard Bank.

75 Toronto St., TORONTO.

Telephone 45

G. G. S. LINDSEY.

LYON LINDSEY.

LINDSEY & LINDSEY,**Barristers, Solicitors, Notaries, and
Conveyancers.**

Pacific Buildings, 23 Scott Street, TORONTO.

TELEPHONE 2984

Money to Loan

OTTAWA.

LATCHFORD & MURPHY,**Barristers, Solicitors, Notaries, &c.,
Parliamentary and Departmental
Agents.**

Offices, 19 Elgin St., N.E. Cor. Sparks and Elgin Sts.

OTTAWA.

Telephone 359.

F. R. LATCHFORD,

CHAS. MURPHY.

GIBBONS, McNAB & MULKERN,**Barristers, Solicitors, &c.**Office—Corner Richmond and Carling Streets,
LONDON, ONT.GEO. C. GIBBONS, Q.C.
P. MULKERN.GEO. McNAB.
FRED. F. HARPER.**R. CUNNINGHAM,** Guelph.—Fire Insurance and
Real Estate. Properties valued. Counties of
Wellington, Halton, Dufferin, Grey, Bruce, and Huron
covered monthly. Telephone 195.**HENRY F. J. JACKSON,** Real Estate and General
Financial and Assurance Agency, King Street,
Brockville.**GEORGE F. JEWELL, F.C.A.,** Public Accountant
and Auditor. Office, No. 193 Queen's Avenue,
London, Ont.**THOMAS CLARKE,** Hardware and General Agent,
60 Prince William Street, Saint John, N.B.**WINNIPEG City Property and Manitoba Farms**
bought, sold, rented, or exchanged. Money loaned
or invested. Mineral locations. Valuator, Insurance
Agent, &c. **WM. R. GRUNDY,** formerly of Toronto.
Over 6 years in business in Winnipeg. Office, 490 Main
Street. P. O. Box 234.**COUNTIES Grey and Bruce Collections made on**
commission, lands valued and sold, notices served.
A general financial business transacted. Leading loan
companies, lawyers and wholesale merchants given as
references.

H. H. MILLER, Hanover

HENRY T. LAW, General Agent. Personal and
special attention given to placing loans for outside
money brokers. References from leading mercantile
men. Office: 16 Wellington St. East, Toronto.**JAS. TASKER****Accountant and Trustee**

180 St. James Street

Montreal, Que.

**Keep
Posted
EVERY
DAY**Our "Daily Bulletin" is
the only thing of the kind
in Canada. A most com-
plete and reliable record of
Failures, Compromises,
Business Changes, Bills of
Sale, Chattel Mortgages,
Writs and Judgments for
the entire Dominion.We issue carefully re-
vised reference books four
times a year.**R. G. DUN & CO.**Toronto, Montreal, Hamilton, London, and all
cities in Dominion, U.S., and Europe.**DECISIONS IN COMMERCIAL LAW.**

LESLIE V. YOUNG & SONS.—The House of Lords has decided that the mere publication, in a particular order, of time-tables which are to be found in the publications of various railway companies, is not sufficient to give rise to a claim to copyright. The right may, however, exist in a compilation of information as to coach routes, ferries and steamers published in the form of an abstract for the use of a particular locality. Although it is not to be disputed that there may be copyright in a compilation or abstract involving independent labor, yet when copyright is claimed in such a work as a compilation of railway time-tables, it must be clearly established that there has been a substantial appropriation of another person's independent labor before any proceeding on the ground of copyright can be justified. If a book depends for its value upon a particular portion, that portion may be treated as an independent work and protected by the copyright law.

HANFSTAENGL V. EMPIRE PALACE.—The English Court of Appeal decides that a sketch in a daily illustrated newspaper of a *tableau vivant* representing a picture may, though the tableau does not, constitute an infringement of the copyright of the picture, within the meaning of the Fine Arts Copyright Acts; but whether it does or does not is a question of fact, and depends upon whether or not the sketch can fairly and reasonably, and as it would be judged by a jury, be considered a copy or reproduction of the picture or of the design thereof.

MELLIN V. WHITE.—A retail trader who is in the habit of selling goods manufactured by another person may be restrained by injunction from attaching to the wrappers in which the manufacturer puts up his goods for sale a label containing a false and disparaging statement as to the goods, where such statement has caused or is calculated to cause damage to the manufacturer in his business. This is a pronouncement of the Court of Appeal in England.

GOUGH V. WOOD & Co.—The defendants supplied and fixed for E., a nurseryman, on his premises, which were mortgaged to the plaintiff, a trade fixture, which, according to a hire and purchase agreement between E., E.'s landlord, and the defendants prior to the mortgage, was to remain the property of the defendants till the instalments of purchase money were paid. The plaintiff took the mortgage without notice of the agreement. E. having made default in payment of the instalments, the defendants removed the fixture before the plaintiff entered into possession. The Court of Appeal in England held that the defendants were entitled to remove the fixture.

PORTSEA ISLAND BUILDING SOCIETY V. BARCLAY.—Where a building society had exceeded its borrowing powers, but was not allowed by its rules to lend money on second mortgage, joined in a deed whereby it purported to postpone its charge upon certain hereditaments which had been mortgaged to it by one of its members for an advance with interest at 5 per cent. to secure a smaller advance with interest at 6 per cent. by a third party to the mortgagor, to enable him to reduce his debt to the society by that amount, the society arranging to pay the costs and the extra 1 per cent., Romer, J., held that the deed was *ultra vires* the society, as the directors were not authorized, either expressly or implied, by the rules, to enter into the transaction, which could not be regarded as a realization of its security. And as no potential neces-

sity was shown, the Court could not impose terms on the society in favor of the third party, who was not entitled to rank *pari passu*, but was only a second mortgagee of the hereditaments. Nor could the third party be put in the position of those creditors of the society who had been paid off with the money he had advanced to the member.

"THE HUNTSMAN."—A managing owner, who has been deputed by his co owners to employ a vessel for their benefit, in such trades as he may from time to time think fit, has authority to give orders for repairs, fitting and outfit necessary for such employment, according to Barnes, J. If the ship is damaged, a person repairing her may do so on the credit of the owner, by the orders of the managing owner, although there is reason to believe that the ship is insured and that the underwriters are liable for the damage.

BUNTING V. HICKS.—The plaintiff and defendant were owners of lands formerly belonging to the same person. A small stream of water had for many years originated in a spinney on the defendant's land, and had flowed down in a defined channel to and through the plaintiff's land to a brook. The conveyance of the plaintiff's land expressly included all easements and watercourses "appertaining to" the land conveyed. An injunction was granted by the Court of Appeal in England to restrain the defendant from diminishing the flow of water down the stream by abstracting water from the spring that fed the stream, on the ground either that there had been an implied grant to the plaintiff of a continuous and apparent easement, or that he had the right of an ordinary riparian owner to the flow of an ancient stream.

WALLACE V. UNIVERSAL AUTOMATIC MACHINES Co.—The English Court of Appeal holds that by the compulsory winding up of a company under the Companies Acts before the date fixed for payment of its debentures, the time of payment is accelerated and the debenture-holders are entitled to realize their security for the full amount.

IN RE BLOXWICH IRON AND STEEL Co.—Wright, J., holds that where a majority in value, but not in number, of creditors of a company desire the appointment of the official receiver as liquidator, the court appointed him in accordance with their wishes and as normally the proper person to act.

ON HER SURROUNDINGS.

W. B. French, the veteran adjuster and flour mill expert of Chicago, tells the following:

The loss occurred at Joliet, under a 'Continental' policy. The assured was a woman, and the policy read:

'1,000 dols. on her two-storey frame residence, and 200 dols. on her surroundings.' I settled on the building, and then asked:

'Madam, what are your surroundings?'

'What did you say, sir?'

'Your surroundings, madam, what are they?'

'What do you mean, sir? They are quite as good as yours, I think.'

'No offence, madam; please read your policy.'

She did so, and then said:

'Excuse me; I didn't notice the wording. Well, sir, what are my surroundings?' she asked with a smile.

I replied: 'Ordinarily, I would define a woman's 'surroundings' as her wearing apparel.'

'What I thought I was insuring,' she answered, 'was against loss on the trees and shrubbery surrounding my residence.'

'All right,' I said, and allowed her fifty dollars damage on the shrubbery and trees.

It was the only case of the kind I ever had, but I think I made a common sense adjustment.—*The Coast Review*.