DECISIONS IN COMMERCIAL LAW

SCOTTISH ONTARIO AND LAND COMPANY v. CITY OF TORONTO.—DEFOE v. CITY OF TORONTO.—These were actions brought against the City of Toronto to recover damages for not providing a supply of pure water for the plaintiff's elevators, and for negligently and knowingly allowing water supplied by the city to become impregnated with sand, which greatly damaged the elevators. The Court held that there was no evidence of any contract between the city and the plaintiffs, by which the city was bound to supply water free from sand, or indeed any contract to supply water in any quantity or quality. The relation between the parties was that of licensor and licensee, rather than one founded on contract.

GLANVILLE v. STRACHAN, ET AL.—The provision of section 20 of the Assignments Act, R.S.O., ch. 147, that "every creditor in his proof of claim shall state whether he holds any security for his claim or any part thereof, and if such security is on the estate of the debtor, or on the estate of the third party, for whom such debtor is only secondarily liable, he shall put a specified value thereon," means that if, as between the debtor and the third party, the latter is primarily liable, and the debtor only secondarily liable, the creditor must put a specified value on his security. The substance, not the form of the transaction, is to be looked at, to ascertain whether the third party is primarily liable; and if it be found that he is, the debtor is then only secondarily liable.

MOORHOUSE v. KIDD.—Where the principal debtor gives to his sureties counter-security, by mortgage of real estate, any of the sureties is entitled, after the principal debtor's default, to enforce the security without the consent or concurrence of the others, and it is not an answer to a claim for contribution by one surety, who has paid the whole debt, that the security has depreciated in value, and that the paying surety has refused to take any steps to enforce it.

RAINVILLE v. GRAND TRUNK RAILWAY COMPANY.—A railway company is responsible for damages caused by fire which is started by sparks from one of their engines, in dead grass and shrubs allowed by them to accumulate in the usual course of nature from year to year, on their land adjoining the railway track. It is the company's duty in such a case to remove the dangerous accumulation.

THE Pullman Palace Car Company finds itself with surplus assets of $18,000,000, which it proposes to turn into additional capital. Such a surplus as this implies that enormous profits are being made out of the traveling public. No wonder that various railways, both American and Canadian, speak of trying to effect a reduction of rates on Pullman cars. We believe that both on the Intercolonial and the Western division of the C.P.R., rates for parlor cars and sleepers are lower than Pullmans.