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DECISIONS IN COMMERCIAL LAW

SCOTTISH ONTARIO AND LAND COM-
PANY 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 ele-
vators, 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 plain-
tiffs, by which the city was bound to sup-
ply 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 Assign-
ments 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 look-
ed 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 prin-
cipal 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 en-
force 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 respon-
sible 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.

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