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DECISIONS IN COMMERCIAL LAW.

HOLLIDAY v. HOGAN.—The plaintiff H. and the defendants J. and H. were both creditors of the other defendant, a hotel-keeper. The debtor borrowed $600 from H., giving a note endorsed by J. and H., who also assigned to H., to the extent of $600, a chattel mortgage on the debtor's property. The debtor, not being able to pay the claim against him, sold out his business to a third party, who was accepted by both creditors as their debtor, and an agreement was entered into between the plaintiff and the new debtor by which time was given to the latter to pay his debt, but in all the negotiations that took place no mention was made of the $600 note. An action was brought against both maker and endorser of said note. Held by the Supreme Court of Canada, affirming the judgment of the Court of Appeal, that the endorser was relieved from liability by the release of the maker.

GRAND TRUNK RAILWAY CO. v. BEAVER.—By section 248 of the Railway Act any person travelling on a railway who refuses to pay his fare to a conductor on demand, may be put off the train. B. purchased a ticket to travel on the Grand Trunk Railway from Caledonia to Detroit, but had mislaid it when the conductor took up the fares, and was put off the train for refusal to pay the fare in money or produce the ticket. Held by the Supreme Court of Canada, reversing the decision of the Court of Appeal, which affirmed the decision of the Divisional Court, that the contract between a purchaser of a railway ticket and the company implies that the ticket will be delivered up when demanded by the conductor, and that B. could not maintain an action for being ejected on refusal to so deliver.

HARBOR COMMISSIONERS OF MONTREAL v. GUARANTEE CO. OF NORTH AMERICA.—By the conditions of a guarantee policy insuring the honesty of W., an employee, it was stipulated that the policies were granted upon the express conditions; (1) That the answers contained in the application contained a true statement of the manner in which the business was conducted and accounts kept, and that they would be so kept; (2) that the employers should, immediately upon its becoming known to them, give notice to the guarantors that the employee had become guilty of any criminal offence, entailing, or likely to entail, loss to the employers, and for which a claim was liable to be made under the policy. There was a defalcation in W.'s accounts, no supervision was exercised over W.'s books, as represented they would, and when the guarantors were notified, over a week after the employers had full knowledge of the defalcation, W. had left the country. Held by the Supreme Court of Canada, that as the employers had not exercised the stipulated supervision over W., and had not given immediate notice of the defalcation, they were not entitled to recover under the policy.

"OSCAR AND HATTIE" v. THE QUEEN.—On August 30th, 1891, the ship "Oscar and Hattie," a fully equipped sealer, was seized in Gotzleb Harbor, in Behring sea, while taking in a supply of water. Held by the Supreme Court of Canada, that when a British ship is found in the prohibited waters of Behring sea, the burthen of proof is upon the owner or master to rebut by positive evidence that the vessel is not there used or employed in contravention of the seal fishery, Behring Sea Act, 1891. Also, that there was positive and clear evidence that the "Oscar and Hattie" had entered the prohibited waters at Gotzleb Harbor for the sole purpose of getting a supply of water on her return trip from Copper Island to Vancouver Island, and that she was not used or employed at the time of her seizure in contravention of the Act.

KUYPER v. VAN DULKEN.—The Exchequer Court has no jurisdiction to restrain one person from selling his goods as those of another, or to give damages in such a case, or to prevent him from adopting the trade label of another, notwithstanding the fact that he may thereby deceive or mislead the public, unless the use of such label or device constitutes an infringement of a registered trade mark, according to the Exchequer Court of Canada. In such a case the question is not whether there has been an infringement of a mark which the plaintiff has used in his business, but whether there has been any infringement of a mark actually registered. When any one comes to register a trade mark as his own, and to say to the rest of the world: "Here is something that you may not use," he ought to make clear to everyone what the thing is that may not be used.

BRYCE v. POUTIT, ET AL.—One who dams up surface water upon his own land is responsible for damages caused by the breaking of the dam and the consequent escape of this water, but municipal corporations, the Court of Appeal holds, who have built under a highway a culvert for the drainage of this surface water in ordinary course, are not liable because the water when suddenly discharged rushes through this culvert and causes damage to lands on the other side of the highway.

HANLEY v. CANADIAN PACKING CO.—The defendants agreed to buy from the plaintiff a "carload of hogs" at a rate per pound, live weight. The plaintiff shipped a "double-decked" carload, and the defendants refused to accept this, contending that a "single-decked" carload should have been shipped. There was a conflicting evidence as to the meaning given in the trade to the term "carload of hogs," and it was shown that hogs were shipped sometimes in one way and sometimes in the other. Held by the Court of Appeal that the plaintiff had the option of loading the car in any way in which a car might be ordinarily or usually loaded, and that he having elected to ship a double-decked carload the defendants were bound to accept.

MUSKOKA MILL AND LUMBER CO. v. MCDERMOTT.—The Court of Appeal holds that the legal right of a licensee of timber limits under a license issued by the Ontario Crown Lands Department ceases (except as to matters specially excepted by the Act) at the expiration of the license, and there is no equitable right of renewal capable of being enforced against the Crown, or sufficient to uphold a right of action for trespass committed after the expiration of the license and before the issue of a renewal. The insertion in an expired license of a lot omitted by error does not confer upon the licensee such a title as enables him to maintain an action for trespass committed on the omitted lot.

—The last issue of the Almonte *Times* contains a petition to which is attached over two hundred signatures of ratepayers in that town who are desirous of aiding the proposed Carp, Almonte and Lanark Railway to the extent of a bonus of $40,000. The town council are asked to submit a by-law to allow the ratepayers to vote on the bonus at an early date.