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off until we see what we
can do with it.**R. G. DUN & CO.**
Toronto and Principal Cities
of Dominion.**DECISIONS IN COMMERCIAL LAW.****DONOGH V. GILLESPIE.**—The Court of Appeal
decides that bankers are subject to the princi-
ples of law governing ordinary agents, and
therefore bankers to whom as agents a bill of
exchange is forwarded for collection, can receive
payment in money only, and cannot bind the
principals by setting off the amount of the bill
of exchange against a balance by them due to
the acceptor.**REID V. BARNES.**—In action under the Work-
men's Compensation Act and at common law
for damages for injuries sustained by the plain-
tiff while engaged in digging a drain upon the
defendant's farm, it did not appear that the
plaintiff engaged with the defendant to do any
particular work, but that he was first put by the
defendant at mason work and then at digging
the drain. Held, by the Court of Appeal, that
it was a question for the jury whether the hiring
of the plaintiff was as a servant in husbandry
within the meaning of the amendment to the
Workmen's Compensation for Injuries Act, ex-
cluding a servant in husbandry from the defini-
tion of a workman for the purposes of the Act,
and whether the work he was engaged in was
in the usual course of his employment as such,
and also whether the danger was known to the
defendant and unknown to the plaintiff, or the
converse.**KENNEDY V. PROTESTANT ORPHANS' HOME.**—
Where a testator devised and bequeathed all his
real and personal estate to his executors and
trustees for the purpose of paying a number of
pecuniary legacies, some to personal legatees
and others to charitable associations, and pro-
vided that the residue of his estate should be
divided *pro rata* among the legatees, the Court
of Queen's Bench held that it was the duty of
the executors to deduct the succession duty
payable in respect to the pecuniary legatees be-
fore paying the balance over to the legatees
respectively, and they had no right to pay such
succession duty out of the residue left after pay-
ing the legacies in full.**BOULTON V. SHEA.**—The Algoma Trading
Co., one of the appellants and plaintiffs, leased
certain crown lands to the respondent Shea,
the lease containing a covenant by Shea, not
to remove gravel or sand from the premises.
Shea afterwards ascertained that no patent for
the land had been issued to the company, and
applied to the Crown Lands Department for a
patent thereof to himself, and also sold gravel
off the premises to the Canadian Pacific Rail-
way Co. The plaintiff company then pressed
the claim they had previously made to the de-
partment, and the Commissioner of Crown
Lands ruled that it should issue to them on
payment to Shea for his improvements. Shea
refusing to agree to any terms of compensation,
the company served him with a notice of arbi-
tration, and an award was eventually made
which was not taken up, as Shea refused to pay
his share of the arbitrator's fees. The company
having assigned their patent to the plaintiff
Boulton, an action was brought by him and the
company against Shea, claiming arrears of rent,
payment for use and occupation, damages for
breach of the covenant not to remove gravel,
and delivery of possession. The Supreme
Court of Canada affirmed the decision of the
Court of Appeal that the plaintiffs were not in
a position to bring the action until Shea had
been paid for his improvements.**CANADIAN PACIFIC RAILWAY COMPANY V.
CHALIFOUX.**—The Supreme Court of Canada
held, reversing the judgments of the SuperiorCourt and Court of Queen's Bench for Lower
Canada, that where the breaking of a rail is
shown to be due to the severity of the climate,
and the suddenly great variation of the de-
grees of temperature, and not to any want of
care or skill upon the part of the railway
company in the selection, testing, laying and
use of such rail, the company is not liable in
damages to a passenger injured by the de-
railment of a train through the breaking of
such rail.**CANADIAN INSCRIBED STOCK.**An article on this subject appears in the Lon-
don *Economist*, of July 14th. It appears that
the Government of Canada applied, that week,
to the Stock Exchange authorities in London,
for the appointment of a settling day for an
issue of £1,513,100 of Canadian three per cent.
inscribed stock, which was taken up privately.
We learn from the journal quoted, that inas-
much as the application conveyed to the
market the first intimation that such an issue
had been made, the action of the Government
gave rise to some adverse comments. "It is
true that, once at least before, the Canadian
Government made a private allotment of stock;
but the comparative largeness of the issue
recently made has drawn attention to what, in
some quarters, is regarded as a departure from
sound principle.""Without taking up that attitude," says the
Economist, "or joining in the suggestion that
the Stock Exchange should refuse the settling
day asked for, we would point out why, in our
opinion, private issues of this kind are unde-
sirable. In the first place, the chances are
that the borrowing Government, by inviting
public tenders and by bringing into play the
competition of those who have money to in-
vest, would be able to raise its loan upon more
advantageous terms than by allotting it to a
few private tenderers. Against this it may be
said that there is the standard provided by the
current quotation of the inscribed stock, and
that it is to be assumed the Canadian Govern-
ment has not accepted a lower price than that.
But, in the second place, it is never wise to
disturb a market by permitting a feeling of
nervousness to spread lest the indebtedness of
a colony may be secretly growing at a greater
rate than appears on the surface."**THE ENGLISH GRAIN CROP.**A summary is made by the London *Times* of
July 11th of crop reports from correspondents
in all parts of Great Britain. From this sum-
mary it is learned that the average will com-
pare favorably with that of the same period for
the two previous years.As to the cereal crops, the average condition
for Great Britain as a whole works out above
100 for wheat, barley, and oats alike. More
than nine-tenths of the wheat area of Great
Britain is found in England alone, and in this
section of the kingdom the condition of
the wheat crop last week was as high as
102. In the eastern counties of England in
which the cultivation of wheat reaches its
maximum, we see such numbers as the follow-
ing: Bedford, 103.5; Cambridge, 100.5; Essex,
105.5; Hertford, 103; Huntingdon, 107; Lin-
coln, 100.5; Norfolk, 98; Suffolk, 97. Except-
ing the last two all these are above average; in
the two extreme eastern counties the wheat
plant suffered much from the May frosts.Peas are almost exclusively an English crop,
and the condition for England works out at
102, the extremes being 120 in Notts and Staf-
ford, and 88 in Wilts and 87 in Bucks.In the case of hops the condition is denoted
by 83, or 17 points below the normal; wire-
worm and cold winds kept the crop back in
Kent; while in Herefordshire, the hops are
short, much blighted and irregular in growth.