## DECISIONS IN COMMERCIAL LAW.

SIMS V. LANDRAY.—Two questions were raised: first, whether the filling in of a purchaser's name in a memorandum of purchase of land was a good signature, and, secondly, whether such signature by the auctioneer's clerk was good, under the following circumstances: The defendant was declared the highest bidder and the purchaser of a parcel of land sold by auction. The auctioneer's clerk went to the defendant, who was unknown to the auctioneer, to obtain his name and address. The defendant went to the table and stood beside it while the clerk filled in his name and address in the memorandum as follows: "I, Joseph Gilbert Landray, of etc., etc." The defendant refused to sign, as he had not his cheque-book with him, but said he would call again and sign the contract and pay the deposit. He subsequently declined to complete. Romer, J., held that there was authority given by the purchaser to the clerk to sign for him, as his standing by in order to watch the clerk's entry, after giving his name and address for the express purpose of being written in the memorandum, was a sufficient authority; and also that the insertion of the name in the body of the memorandum was a sufficient signature. The auctioneer, until the hammer falls, is the agent of the vendor alone. Upon the fall of the hammer, which indicates the acceptance of the purchaser's offer or bid, the auctioneer is, from the nature of the case and the usual practice in such matters, the assumed agent of the purchaser to sign the contract. That his agency is not a general one, is clear from the fact that where the auctioneer is selling his own property he is not entitled to sign for the purchaser.

*Re* CAMPBELL ESTATE.—This was an application under the Succession Duty Act of Manitoba. The deceased, who lived in Manitoba, died there; with the exception of cattle on a farm in the province, valued at $4,500, the whole of the estate, valued at over $70,000, consisted of bank stocks in several Canadian banks, the head offices of which were in Quebec or Ontario, shares in the Hudson's Bay Company, and moneys in the hands of that company in London. A question arose under the Succession Duty Act as to the duty payable on the estate, if any. Held by the Surrogate judge at Winnipeg that the matter might be decided on the simple ground that the statute, when it expressly limited its operation to "property situate within this province," should be taken to mean property actually situated, not merely deemed to be situated, within Manitoba. It seemed unlikely that the word "situate" would have been inserted if it had been intended that the provisions of the Act should extend to the personalty which, though actually situated abroad, was by fiction of law considered as having for certain purposes a *situs* where the deceased person had his domicil. While it is true that personal property for some purposes is said to follow the domicil of the deceased owner, and to be dealt with as if it had been situated in the country where that domicil is situated, it could not be properly said that the property was situated there. There were other provisions in the statute which were consistent only with the idea that the property intended to be taxed was property actually situated within the province. Even if the word "situate" had not been used in the statute, taking it as a whole the proper construction to place upon it would be one which would exclude personalty outside the province. There was no sufficient reason to draw a distinction between property such as bank stock and personalty of a more tangible character, so as to hold the statute applicable in the case of the former, though not of the latter. It appearing that the sons and daughters of the deceased were the only beneficiaries, there was no reason why the matter should not be considered, for the purposes of the Act, as if the $4,500 were the only property passing under the will, and, if so, no duty would be payable.

ROYAL INSURANCE COMPANY OF ENGLAND VS. THE INSURANCE COMPANY OF NORTH AMERICA.—The Supreme Court of the United States holds that there is nothing in the interstate commerce law which vitiates bills of lading, or which, by reason of an allowance of a rebate to the agents of the owners or consignees of goods, if actually made, would invalidate the contract of affreightment or exempt a railroad company from liability on its bills of lading.

## A FRIENDLY SOCIETY TEST CASE.

At St. Helen's, England, police court, on the 5th inst., a case was heard in which Thomas Manchester sought to recover £18 from the Royal Liver Friendly Society, alleged to be due on a policy of insurance effected upon the life of his father. Mr. Mearns appeared for the plaintiff, and Mr. Barber, of Ashton-under-Lyne, for the company.

Plaintiff stated that in June, 1879, he insured his father in the society, and paid a premium of 2d. a week, the amount payable at death to be £6. In a month or two afterwards he increased it to 6d. a week, the amount at death to be £18. When his father died the company refused payment, although in premiums he had paid over £20. In reply to Mr. Barber, plaintiff admitted that he fell into arrear, and received a notice from the company, but it was not a lapse notice. He was re-admitted into the society in August, 1893, but the arrears remained. Mrs. Manchester testified that after her father-in-law's death, Mr. John May, the local superintendent, said he would try and get them the money, but he did not know whether he should succeed.

Mr. Barber said he would not rely upon technicalities, or he could urge that Thomas Manchester had no insurable interest in the life of his father. He was going to ask the Bench to decide upon the documents, and also upon the rules of the society. Mr. Barber then proceeded to show that there was 10s. 8d. arrears of the premiums, and adduced a letter sent by Mr. May asking the Manchesters if in the event of a grant being made by his company he should deduct the arrears.

Mr. Mearns pointed out that at the time of the death the arrears had not been called for.

Mr. John May said he sent a notice of forfeiture to Mrs. Manchester, because she paid the premiums. He called regularly for the premiums.

By Mr. Mearns—He called fortnightly.

Mr. Mearns—The rules say you shall call weekly. If you had called weekly they might have been clear.

Mr. May replied they called as often as there was money to call for.

The magistrates elicited that by the rules when people who had lapsed through arrear were granted re-admission, three months were allowed in which to pay such arrears. It transpired that in this case death took place within the three months. Plaintiff would have judgment for the full £18.

Mr. Mearns said this was an important case affecting the public, and he asked for special costs, and the magistrates allowed £2 2s. special costs.—*Insurance Record, London.*