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**DECISIONS IN COMMERCIAL LAW.***In re EDWARDS ex parte HARVEY.*—A married  
woman does not "carry on business separately  
from her husband" within the meaning of the  
Married Women's Property Act, because she  
has an interest in the business which is carried  
on, which is her separate property. The test  
is, according to Williams, J., whether she is  
trading independently of her husband, and  
without being accountable to him for the profits  
of the business.*DOLCINI v. DOLCINI.*—Where there has been  
no intention to mislead, and where no one has  
in fact been misled, a bill of sale is not rendered  
invalid merely by the fact that the address of  
the grantor as given therein is neither his resi-  
dential nor his business address, according to  
Cave, J., provided it is one at which he is  
known, and where information regarding him  
may be obtained.*WILMER v. McNAMARA & Co.*—A company  
formed for the purpose of carrying on the busi-  
ness of a carrier may pay a dividend out of  
profits, although the assets fall considerably  
short of the nominal share capital of the com-  
pany, there being nothing in the constitution of  
the company which requires that the capital ofthe company should be kept up to a certain  
value, except a provision in the articles of asso-  
ciation that "no dividend shall be payable  
except out of profits arising out of the business  
of the company." Depreciation of the good-  
will of the business of such a company is to be  
treated as a loss of "fixed" capital, and not of  
"floating or circulating capital," according to  
Sterling, J.*In re FLOATING DOCK OF ST. THOMAS.*—It is  
within the jurisdiction of the court to sanction  
a resolution passed by a company for reducing  
its capital, even where such reduction involves  
the cancelling of the whole of the second pre-  
ference and ordinary shares, and is opposed by  
one or more of the members holding them, if  
such shares are deferred as to capital as well as  
interest, and appear to form the class upon  
which, according to the constitution of the  
company, the loss ought to fall. This is a  
judgment of Chitty, J.*In re NEW ORIENTAL BANK CORPORATION.*—  
In the winding up of an insolvent company  
which is lessee of premises, the right of the  
lessor is to prove in the winding-up for present  
breaches, and to enter a claim for the full  
amount of the future rent, receiving dividends  
from time to time as the claim ripens into a  
debt. If the lease is determinable by the com-  
pany at the expiration of seven years, the liqui-  
dator must, as a condition precedent of exer-  
cising the option, pay the rent in full up to the  
end of the seventh year, according to Vaughan  
Williams, J.*MARKET STREET CABLE R. Co. v. ROWLEY.*—A  
mere carrying forward of the original thought,  
a change only in form, proportions, or degrees,  
doing the same thing in the same way, by sub-  
stantially the same means, is not such an in-  
vention as will sustain a patent.*BURK v. AMERICAN LOAN & TRUST Co.*—Ac-  
cording to the Supreme Court of the United  
States negotiable bonds may be transferred by  
the holder to a *bona fide* purchaser so as to  
vest in the latter a good title as against all  
equities between the maker and the original  
holder. A party who has agreed to negotiate  
certain railroad bonds and receive for his com-  
pensation the per cent. on the bonds negotiated  
or disposed of, payable in such bonds at par,  
and has performed such agreement, is to be pro-  
tected as a *bona fide* holder of the bonds earned  
by and delivered to him.*C. & A. POTTS & Co. v. CREAGER.*—The  
person who has taken a patented device, and  
by improvements thereon, has adapted it to a  
different industry, may also draw to himself  
the quality of inventor. If the new use of  
the device be so nearly analogous to the for-  
mer one, that the applicability of the device to  
its new use would occur to a person of ordi-  
nary mechanical skill, it is only a case of  
double use; but if the relations between them  
be remote, and especially if the old device  
produce a new result, it may, at least, involve  
the exercise of the inventive faculty. Where  
the question of novelty is in doubt, the fact  
that the device has gone into general use, and  
displaced other devices employed for a similar  
purpose, is sufficient to turn the scale in favor  
of the invention.*OLD NATIONAL BANK OF EVANSVILLE v.  
GERMAN-AMERICAN NATIONAL BANK OF PEORIA.*  
—Where a bank receives a draft for collection,  
it does not become a debtor for the amount of  
the draft until after collection and possession  
of the proceeds thereof. A bank having re-  
ceived the proceeds of a draft sent to it for col-  
lection cannot discharge itself of liability to the  
owner by payment to its immediate endorser,  
the bank which sent it for collection, the agent  
of the owner, after the latter bank has become  
insolvent and stopped business.**NARES, NICHOLLS & CO.****Financial and General Agents, WINNIPEG.**References { The Canadian Bank of Commerce.  
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