DECISIONS IN COMMERCIAL LAW.

DILL v. DOMINION BANK.—In an action to recover monies alleged to have been deposited with the defendants, a banking corporation, at a branch, the plaintiff examined for discovery, as officers, the persons who were respectively manager and ledger-keeper at the branch, at the time the alleged deposits were made. He then sought to examine the general manager. A Divisional Court decided that the plaintiff had the right to examine the general manager as an officer of the corporation, and the regular means of procuring his attendance having been taken, there was no excuse for his non-attendance.

FRASER v. RYAN.—The plaintiff on the 18th of February, 1895, agreed to sell to the defendant a timber limit for $115,000, payable $500 in cash, $500 in ten days, secured by a promissory note, and the balance in thirty days. The $500 cash was paid and the note given, but it was not paid at maturity, nor was the $114,000 paid when due On the 2nd of May, 1895, the plaintiff wrote to the defendant rescinding the contract on account of the non-payment of the purchase money. The defendant afterwards paid $100 on the $500 note, and gave a new note for $400. In an action brought upon the new note, the defendant contended that, although he had forfeited the $500 paid in cash, he should not forfeit the second $500; but that it was in the same position as the $114,000, and could not be recovered after the rescission of the contract. The Court of Appeal decided that the contract had been ended by the mutual action of the parties, and the law left them where they had put themselves. Whatever money had passed from one to the other could not be recovered, nor could the note be recovered from the hands of the vendor, nor could he sue upon it to recover the amount of it from the purchaser. The contract was at an end, and all rights thereunder, and remedies thereon ended therewith, except that damages for the breach of it might be sought by the vendor. The doctrine applicable to "deposits" did not apply to this subsequent payment, which was not part of the deposit.

LAMBE v. ARMSTRONG.—Part of lands seized by the sheriff had been withdrawn before sale, but on proceedings for *folle enchere*, it was ordered that the property described in the proces-verbal of seizure should be resold, no reference being made to the part withdrawn. On appeal, the Court of Queen's Bench in Quebec reversed the order, on the ground that it directed a re-sale of property which had not been sold, and further because an apparently regular sheriff's deed of lands actually sold had been duly registered, and had not been annulled by the order for re-sale, or prior to the proceedings for *folle enchere*. The Supreme Court of Canada decided that the Court of Queen's Bench should not have set aside the order, but should have reformed it by rectifying the order. Where a sheriff's deed has issued improperly and without authority, it must be treated as an absolute nullity, notwithstanding that it has been registered, and may appear upon its face to have been regularly issued, and in such a case it is not necessary to have it annulled upon taking proceedings for *folle enchere*.

THE statement of customs revenue at St. John, N.B., for the month of June, 1897, as compared with the corresponding month of the previous year, shows a decline of $8,408, being $49,579, as compared with $57,988 during the same month the previous year.