DECISIONS IN COMMERCIAL LAW.

IN RE TOWN OF THORNBURY AND COUNTY OF GREY.—Upon the proper construction of the statute, arbitrators are not entitled to charge as fees for a day's sitting which extends beyond six hours more than the maximum amount fixed by the statute for a single day's sitting.

COULTHARD V. PARR.—The Conditional Sales Act only applies to manufactured articles, and a document evidencing a conditional sale of a horse, which document contained an agreement that the title or right to possession of the property until the purchase money should be paid, is valid without registration under the Act as against a subsequent chattel mortgage.

CENTRAL BANK OF CANADA V. ELLIS.—According to the Court of Appeal for Ontario, the salary of a judgment debtor not actually due or accruing due at the time of service of the attaching order, but which may hereafter become due, cannot be attached to answer the judgment debt, and the enlarged provisions as to garnishing have made no difference in this respect. The salary of a police magistrate appointed by the Crown, but paid by the municipality, cannot on grounds of public policy be attached.

CAMPBELL AND VILLAGE OF LANARK.—A municipal corporation cannot, according to the Court of Appeal for Ontario, grant a bonus for promoting any manufacture, and, what it cannot do directly, it will not be allowed to do indirectly or by subterfuge. Therefore a by-law, valid on its face, purporting to purchase a water privilege for electric lighting purposes, but shown to be really a by-law to aid the owner of the water privilege in rebuilding a mill, was quashed.

BANK OF HAMILTON V. ESSERY.—Where the defendant had, before judgment against him, executed a bill of sale of his stock-in-trade which had been registered: *Held* by Ferguson, J., that upon his examination as a judgment debtor, he was compellable to answer questions in respect to the dealings with such properties after the date of the bill of sale, and that he could not shelter himself behind the advice of counsel, and, also, that notwithstanding that the examiner had ruled that the judgment debtor was not obliged to answer certain questions and that the ruling had not been appealed against, an order might be made directing the defendant to attend again for examination.

ALLISON V. MCDONALD.—The plaintiff took from the two partners in a mercantile firm a joint and several promissory note for money lent, and as collateral security a mortgage upon certain partnership property. During the currency of the note the partnership was dissolved, and one of the partners who had taken the equity of redemption in the mortgaged property as part of his share of the partnership assets, induced the plaintiff to discharge the mortgage, the note being then overdue and unpaid The plaintiff had no notice or knowledge of an alleged agreement between the partners, that the other partner, the defendant, should only be liable as surety for the payment of the money. *Held*, by the Court of Queen's Bench, that the defendant was liable to the plaintiff; and no duty was cast on the plaintiff to preserve the collateral security for the benefit of the defendant.

IN RE COSMOPOLITAN LIFE ASSOCIATION.—An order was made by a County Court *in re* Cosmopolitan Casualty Association for the winding up of the companies and a liquidator was appointed who brought in a list of contributories. The contributories showed cause to their names being settled upon the list, and the court made an order in the case of each of them, reciting that it appeared there was no jurisdiction to make the winding up order, and that all proceedings were irregular or null, and ordering that each contributory should have his costs of showing cause to be paid by the companies and the liquidator. *Held* by Osler, J., that if there was jurisdiction to make the winding-up order, the contributories could not defend themselves by showing that it was irregular or erroneous, and if there was no jurisdiction all the proceedings were *coram non judice* and there was no jurisdiction, the court being an inferior one, to order the liquidator or the companies to pay the costs. And even if there was the jurisdiction in circumstances of this case, it should not have been exercised against the liquidator.

HENDERSON V. BANK OF HAMILTON.—The defendants, an incorporated banking company, having their head office in the Province of Ontario, took from a customer a mortgage upon certain lands in the Province of Manitoba as security for an indebtedness which arose in Ontario. The plaintiff, who also resides in Ontario, subsequently recovered a judgment for the payment of money against the mortgagor in a Manitoba court, and registered a certificate of it against the mortgaged lands. By the Con. Stat. Man., the effect of the registration was to make the judgment a lien and charge upon the lands. The plaintiff brought this action to redeem the mortgaged lands. *Held* by the Court of Queen's Bench, that the court had jurisdiction to entertain the action, and was bound to apply to the law of Manitoba to determine whether the plaintiff had the right to redeem: and, in determining that the registration of the judgment gave the plaintiff that right under the Manitoba statute, was not giving an extra-territorial effect to the judgment.

WINDSOR WATER COMMISSIONERS V. CANADA SOUTHERN RAILWAY CO.—The defendants were the owners of vacant land in the city of Windsor, abutting on streets in which mains and hydrants of the plaintiffs had been placed. The defendants had a waterworks system of their own, and did not use that of the plaintiffs', though they could have done so had they wished. The commissioners imposed a water rate "for water supplied or ready to be supplied" upon all lands in the city, based upon their assessed value, irrespective of the user or non-user of water. *Held* by the Court of Appeal, that this rate was validly imposed. The lands owned by the defendants were originally part of the township of Sandwich West, and by a by-law of that township, confirmed by special legislation, the lands of the defendant were exempted, subject to certain exceptions, from all taxation for ten years from the 1st of January, 1883. In 1888 the limits of the (then) town of Windsor were by statute extended so as to embrace the lands in question. *Held*, that assuming that the water rate was a species of taxation, the effect of the statute was to put an end to the exemption.