TERESTING LEGAL DECISIONS

The full court sat on Saturday last be deliver judgment in the following gases. Present, Calef Justice Killam, fr. Justice Bubuc, Mr. Justice Bain and Mr. Justice Richards:

Davidson vs. Street

Davidson vs. Strart.
Intiffs, Rev. Mr. Davidson, of arg, near Montreal, his wife heers, sued the defendants for for the death of Wilberforce for the death of Wilberforce, who was killed on Sept, Lee power house of the Se'kirk gait Co., through coming in the alive wire. The defendent suit were James Stuart, of W. W. Coleman and W. J. Stonewall, and T. L. Websickirk, who carried on busikirk, under the firm name as Co. On the content of the state of the sta & Co. entered the employ of

dison entered the employ of s and remained there in un-into on lth Sopt, 1900. Plain-ed that the works and ma-were defective; that the er in the power house was there was no proper ground the lightning arresters were t; the floor in the pump s not properly drained and not properly drained and not twas partly through deceased met his death. and it was partly through it deceased met his death, g having gone wrong with ing deceased went down to see g deceased went down to see the matter; he carried an up in his hand and as the dainp a short circuit was d he was instantly killed. its denied there was any on their part and alleged c on their part and alleged dison represented to them he killed electrician and compet-mange the plant, and it was before working the same to y part was out of order and, ekilled ale have renaired the same

have repaired the same.

We was tried before Mr. Justrals and a special jury who crdict in favor of the plaintiked the damages at \$1,500.

Is appeal to the full court hat the verdict be set aside k that the verdict be set aside non-suit entered; they contend-the plaintiffs could not recover deceased was a contractor in of the matters and things lone by him for the defendants is by him for the defendants as not a workman within the of The Workmen's Compenlipuries Act; that in acceptlipuries Act; that in acceptlipuries Act; that in acceptlipuries act; the part of the defendants.

It is part of the defendants are the part of the defendants.

It is a subject to the defendants are the part of the defendants are the defendants e death of deceased which plaintiffs to maintain the plaintiffs to maintain the plived in Quebec and the Manitoba; the father was a and and private means, and and private means, and the plaintiff of the family as there easily that he should, Mr. C., and Mr. Phippen for Mr. Howell, K. C., Mr. Howell, K. C., Mr. Howell, K. C., and Mr. Hull for plaintiffs, by judgment was small by a family the means of the plaintiffs. judgment was read by Killam reciting numer-England and Ontario in s had not succeeded the remote damages, the remote damages, if any y the surviving relatives, p then referred to the facts which showed that during e of his being in Manitoba outributed nothing to the the family, though he sent w "affectionate remema-He was a faithful son, industrious, but his lordindustrious, but his port-att he circumstances were to warrant the inference e sepectation of pecuniary of the young man's life. So were the young man's life to be ground for anything or ground for anything to werdet could not have the verdet could not have the werdet could not have the ted a new trial, without former trial. Mr. Justice oursed and Mr. Justice oursel indigenent, agreeing the which would entitle them the action.

## Davidson vs. Francis.

in June, 1899, entered in June, 1899, entered to the erection of an adalterations to a block of orre Dame avenue at the abel street. As a dispute en the parties over the matter was referration, but defendant rede by the award or to pay

the plaintiffs, so a lien was filed and this action brought to enforce the same. Defendant contended the work was not done satisfactorily or in the manner required by the contract, that no the same of the same

Both parties appealed. Plaintiffs asked that a verdict be entered in their favor, and defendant asked that the amount he claimed by way of counterclaim be allowed to him. Mr. Taylor for plaintiff. Mr. Ewart K. C., and Mr. A. C. Ewart for defendant

C., and Mr. A. C. Ewart for defend-ant,
The judgment of the court was de-llevered by Mr. Justice Richards, that the plaintiffs' appeal should be dis-missed with costs, and the defend-ant's appeal on his counterclaim dis-missed without costs and without prejudice to his settling up the same counterclaim if plaintifs sued again.

## Whitla vs. Royal Insurance Co.

Whitla vs. Royal Insurance Co.

The plaints rought this attlen to recover St.001, the amount of a policy of the company of the company in the defended of the company. However, 1901, iterim receipt dated 7th January, 1901, issued by the agent of the company. The company insured Phileas Bourque, of Altamont, in \$5,000 on a general stock in his store. On the 10th January of Altamont, in \$5,000 on a general stock in his store. On the 10th January of Altamont, in \$5,000 on a general stock in his store. On the 10th January of Altamont, in \$5,000 on a general stock in his store. On the 10th January of Altamont on the 10th January of Altamont that the Interim recent lessons were that the Interim recent lessons were subject to the usual terms and conditions of a policy of insurance. One condition was that if the property insured was assigned without written recent was assigned without written seemed to be a subject of the condition. Hourse, before the fire, assigned the insured property without barriers without the property without have properly without a surface of the department of the condition. Hourse, we will be a supplication to the company Hourque carried \$2.000 insurance in the Manitoba Assurance Co. though he stated to be a supplication to the company Hourque carried \$2.000 insurance in the Manitoba Assurance Co. though he stated to the supplication of the did not do so. The action was tried before Chief Justice Killam who held that the promise made contract with the Royal Insurance Co. taking effect and that as Bourque had an abundoned the policy there was no contract with the Royal Insurance Co. taking effect and that as Bourque had not applicate the policy there was no contract with the Royal Insurance Co. not abandoned the policy there was no completed agreement between Bourque and the Royal Insurance Co., consequently the latter company was not liable and his lordship dismissed the action with costs. Plaintiffs appealed to the full court.

Mr. Macdonald, K. C., and Mr. Hagart, K. C., for plaintiffs; Mr. Munson, K. C. and Mr. Hudson for defendants.

Whitla vs. Manitoba Assurance Co.

Whitle vs. Manitoba Assurance Co. Plaintiffs such in this case also as assignees of a policy effected by Bourque in the defendant company. Defendants relied on the statutory condition against prior or subsequent interface, unless assented to. His the case and held that there had not been any breach of the condition, as there had been no completed contract for insurance with the Royal Insurance with the Royal Insurance of the condition relied on, and a verdict was entered for the plaintiffs for \$2.50. 2,250.
Defendants appealed to the full purt. Mr. Haggart, K. C., for

plaintiffs. Mr. Howell, K. C., for defendants.

ndants. The two appeals were heard togeth-The two appeals were heard together and judgments given were allos given ar supplying to both the cases. Mr. Just. Dubue read the first judgment, foll. wed by one by Mr. Justice lain; both judges agreed that both appeals should be dismissed with appeals should be appeared to the dismission of the dismi

Jones Stacker Co. vs. Green.

Jones Stacker Co. vs. Greens under County court appeal. Plaintiffus ed to recover \$250, the purchase price of a Jones Stacker, purchased by Green, who set, up the defence that it was distinct, understood and agreed between this man and the plaintiffs that he should take the Jones Stacker in question on trial for ten days and that tween birm and the stand agreed personal take the Jones Stacker in question on trial for ten days and that if it was not satisfactory to him he should take the standard of the plaintiffs' agents placed to the standard of the standard to the stan

The American Banana Trade.

The American Eanana Trade. Few persons have any conception of the magnitude of the banana trade of the United States and Canada. The following statistical review by Bradistreets of New York, gives an idea of what this trade amounts to in a year, it will be understood, of course, that the Canadam trade is included in the increase strictly of the property of the pr

the Canadian trade is included in the figures given:
"The magnitude which the trade in bananas has gradually assumed in this country is probably not generally realseement in this seement in this seed outside of circles directly increased. The values of the bananas annually imported into this country has been force than three times that of the seement of the seem of Florida the fruit has been cultivated to some extent for some years, but the great freeze of 1894 seems to have placed a check upon the industry from which it is slow to recover. The following statement will illustrate the lowing statement will illustrate the production in Florida as compared with the trade in general

Bunches, Value 32,084 \$15,464 50,822 22,189 67,283 30,229 12,503 6,238 8,799 3,643 3,782 1,795

1899 2.782 1.795
The chief sources of supply are the Central American States and the West Indies; over 80 per cent. of our imports are derived from these two sources, and in no widely varying proportions. Costa Rica took the lead of the Central American states in supplying our demands in 1895-96, with exports valued at \$374,782. Eince that orts valued at \$574.782. Eince the date its annual shipments have creased almost steadily until in 18 1900 they amounted in value to \$1317.384, or over half the value of total exports from Central Ameri The following stress of the contral american America The following statement shows the value of imports of bananas by states from Central America from 1898 to 1900—years ended June 30:

Source. 1898. 1899. 1990. Costa Rica ... 3670,797 \$972,093 \$1,317,384 tuatemala ... 56,609 52,802 44,600 donduras ... 510,508 512,889 612,206 Nicaragua ... 350,406 279,059 365,812 Totals . . . . . \$1,588,380 \$1,816,843 \$2,339,461 Shipments from the West Indies have been considerably smaller in re-cent years than they were a decade previous. Owing to the disturbed agricultural and commercial conditions cultural and commercial conditions created by the control of the contro amounted to \$1,80,581 in value in 1894, also showed a falling off during the period of disturbance. But they quickly recovered, and in 1991 they amounted to \$2,510,283. The value of the imports of bananas from the Western 1991 and 1991 they amounted to \$2,510,283. The value of Indies for the way the way they are the way they are the way they are the way they are they are they are the way they are the they are the they are they are the they are they are the they are they are they are t Indies for the fiscal years 1898 to 1900

..\$1,954,816 \$2,970,173 \$2,406,088 The only other countries from which bananas are imported into the United States in any considerable quantity are Colombia, British Honduras and Hacreased from quantities valued at SEA,13 in 181 to 182 to 1830 in 1900. Imports from both British Honduras and Hawaii show a decidedly declining tendency, those of the former having declined from \$155,-704 in 1891 to \$85,877 in 1900, and of \$85,877 in 1900.

## Openings For Trade.

The executive of the Montreal branch of the Canadian Manufactur-ers' Association met in special session last week and discussed the question of trade in the Northwest. It had been brought to the attention of the associ-ation that quite a number of American settlers were coming into the Canadian settlers were coming into the Canadian settlers were coming into the Canadian them a natural taste for American manufactured goods of every description. As it was felt that in the future the Northwest trade would be a most the Northwest trade would be a most turers, it was important that Canadian manufacturers should push trade out there much more than they had in the part of the part of the part of the control of the part of the control of the control

there much more than they mad in the past.

method in the holding of this trade for Canadian enterprise rested in a large transparent of the holding of this trade for Canadian enterprise rested in a large transparent of the major individual exertions. However, it was decided that the association should make an exhibit of Canadian goods at the Winnipes Industrial exhibition. The secretary was instructed to write to the manager of the Winnipes Industrial exhibition. The secretary was instructed to write to the manager of the Winnipes Industrial exhibition. The secretary was instructed to write to the manager of the Winnipes Industrial exhibition. The secretary was instructed to the major of the winnipes of the turers in the matter and induce them

turers in the matter and induce them to take up space.

At the executive meeting to be held June 12, the members will have an opportunity of bringing up the subjects which they would like discussed as the search of the convention to be held in Halfax August 13-14.

## Cereals as Food.

Cereals as Food.

Professor H. W. Wiley, chief chemists of the department of agriculture, in a discussion called forth by the present prevailing hish price of beet, proceed to the control of the contro