

Galt, Ashdown, the chairman and the secretary, and a deputation consisting of the following gentlemen was appointed to wait upon Mr. Van Horne and impress upon him the necessities for lower rates on wheat, oats and barley to the east during the coming winter. Messrs. E. L. Drewry, G. F. Galt, J. H. Ashdown, L. M. Jones, E. Powis, Jas. Redmond, A. Strang, D. K. Elliott, A. McKeand and H. S. Westbrook.

The question of a daily board meeting for the conduct of grain provision and other transactions was discussed by Messrs. J. H. Ashdown, the secretary and others, and Messrs. A. Strang, D. K. Elliott and the secretary were appointed a committee to see what arrangements of this nature could be made.

The subject of Mr. Shorey, vice-president of the board, leaving the city permanently for Montreal was discussed, and the secretary instructed to forward the following address from this board to him:—

To S. O. Shorey, Esq. Vice-President Winnipeg Board of Trade.

The members of the Winnipeg Board of Trade take this opportunity of expressing to you the deep regret that the business arrangements of your firm necessitate your leaving the city for Montreal, there to make your permanent home.

The members of this board feel that in losing you from among the number of its leading business men, the city of Winnipeg is losing one who has taken a prominent and active part, and rendered valuable services, in the building up of its trade and the organizing of its commercial affairs, and who has labored willingly and zealously in furthering its best interests in every other respect. But they feel most keenly that to this board the loss will be greatest, and that one will be taken from the number of its members who has ever been among the most active, persevering and self-sacrificing upon its membership role. One who as a simple member was ever ready to respond when duty to the board called upon you, and who, as its vice-president, has built up a record which in time to come will stand out prominent among those who have done so much to further the commercial interests of Winnipeg.

While we thus express our regret at parting with you, we draw comfort from the fact, that while you may not be with us, you will still be one of us; that your name will still remain upon our roll of membership, and that your business interests and aims will still link you with us. Further that you may often in future visit our city, and take part in the proceedings of our Board.

It is thus with feelings of regret mingled with one tinge of comfort and satisfaction, that we express to you our most hearty wishes for your prosperity and happiness in your eastern home, and through all the remainder of your useful life.

Signed on behalf of the Winnipeg Board of Trade.

The Secretary gave notice, that at the January meeting he would move an amendment to the By-Laws, which would provide for a Treasurer as an officer of the Board distinct from the Secretary.

After a few more matters of detail the Board adjourned.

Recent Legal Decisions.

IMPROVEMENTS—REPAVEMENT—CONSENT OF PROPERTY-OWNERS.—An additional width of flagging ordered by a city to be laid on a sidewalk already paved is a repavement within the rule requiring a petition of a majority of the property-owners along the lines of improvements even though the existing width is left undisturbed, according to the decision of the New York Court of Appeals in the matter of the petition of Smith.

PARTNERSHIP—NOTICE OF DISSOLUTION.—As to persons who have never had any business transactions with a firm, notice by publication in a newspaper, published at the place of business of the firm of its dissolution or the withdrawal of a member, is sufficient; but as to those who have had previous dealings with it, actual notice or its equivalent must be shown to protect the retiring member from liability for debts subsequently incurred in the firm name. *Meyer et al vs Krohn et al.*, decided by the Supreme Court of Illinois.

ASSIGNMENT FOR CREDITORS—MONEY PAID BY MISTAKE.—When an assignee for the benefit of creditors has by mistake paid over to a creditor a portion of the proceeds of the property assigned to which a preferred creditor was in fact entitled a county court has power under the General Assignment Act (New York), upon petition of the creditor entitled to the fund and upon notice to the one receiving it, to order the latter to return the amount received to the assignee, to be by him paid out as directed by the assignment. So held by the New York Court of Appeals in the matter of Morgan.

INSURANCE—PROPERTY IN TRANSIT—SUBROGATION.—Where one, without fraudulent intent insures property in transit, the carrier's receipt for which contains a clause subrogating the carrier to the rights of the shipper as to insurance in case of loss, such clause does not of itself destroy the liability of the insurer where the shipper at the time of taking the receipt was ignorant of its containing such a clause, and where the insurer did not seek to read such receipt before insuring. So held by the Supreme Court of Massachusetts in the case of *The Jackson Company vs The Boylston Mutual Insurance Company.*

SALE OF REAL PROPERTY—MISREPRESENTATION.—The owners of a distillery desiring to sell wrote, in answer to a letter of inquiry, a letter describing the property, and added: "If you will run out and see property and its suits we can probably come to satisfactory terms." The person to whom this letter was written examined the property several times, taking with him an experienced distiller, and then purchased it. The Superior Court of Kentucky held (*Smith vs Fowler*) that the purchaser was not in a position to claim speculative damages because the water supply was not as great as represented in the letter written to him, but that that letter was manifestly intended to induce the purchaser to come and see and act on his own investigation as he did.

TELEGRAPH COMPANY—PENALTY FOR REFUSING TO TRANSMIT MESSAGE.—The case of *The Western Union Telegraph Co. vs. McGuire*,

decided by the Supreme Court of Indiana, arose out of an action to recover a statutory penalty for refusing to transmit a message. The defendant company set up that the plaintiff was a transient person or stranger, that his message required an answer, and that a by-law of the company, which plaintiff refused to comply with, required pre-payment or deposit in such a case. The court held that it was fairly inferable that the sender of a message was to pay for the answer, that the telegraph company had a right to proceed on this natural inference and take reasonable measures to obtain compensation for its services, and that a rule requiring a transient person to deposit the amount legally chargeable for an ordinary message was reasonable.

FORGERY—CHANGE OF DATE ON CHECK—BANK'S LIABILITY.—The question, what is such a material alteration in a check as to constitute forgery and render a bank liable for payments made on the altered instrument, was involved in the case of *Crawford vs. The West Side Bank*, decided by the New York Court of Appeals. It appeared that on April 20, 1882, the plaintiff, intending to be absent for some time on April 22, drew a check for \$700 payable on the West Side Bank, payable to the order of his book-keeper, put it in his safe and told the book-keeper that it was there, and that if he, plaintiff, was not back by noon of the 22nd to take it, endorse it and procure the money on it from the bank and use it in plaintiff's business. The next day the book-keeper changed the date of the check from the "22d" to the "21st," procured the money on it from the bank and absconded. The plaintiff brought suit against the bank to recover his balance on deposit. The bank defended, arguing that the loss for the payment of the check must fall on the plaintiff, that the bank was only bound to know the signature of its customer, that it was proper for it to pay the amount for which the check was originally drawn; that the alteration was not a material alteration, and consequently did not affect the validity of the check; that as the book-keeper was Crawford's clerk the receipt of the money by him bound Crawford the same as if it had been paid to him personally, the book-keeper being his authorized agent, and that the plaintiff was negligent. The plaintiff contended that as the change of date made the check payable a day earlier it was a material alteration which constituted a forgery and made the check void, and that being void, it was no authority to the bank to pay the money, and that on the question of negligence the plaintiff could no more have prevented the alteration than he could have prevented a complete fabrication of the check, the parties having had a right to rely upon the criminal laws of the land to prevent the commission of such crime. The Court of Appeals decided that the alteration was a forgery, and that the altered check was no authority to the bank to pay the money, and therefore gave judgment absolute to Crawford against the bank.—*Bradstreet's.*

EVIDENCE—BANKING—AUTHORITY OF CASHIER.—In a suit against private bankers of a city or town upon a note given by their clerk and