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Toronto and Principal Cities
of Dominion.**Monetary Times**This Journal completed its 28th Year of Pub-
lication with the issue of 28th June. Bound
Volumes, conveniently indexed, are now
ready. Price, \$5.50.**DECISIONS IN COMMERCIAL LAW.****LOVITT V. SNOWBALL.**—In an action to re-
cover demurrage, under a charter party, in
writing, the Supreme Court of New Brunswick
held that the words, "lay days to count when
the ship is ready in a proper loading or discharg-
ing berth respectively," mean when the vessel
is at the port named, has discharged ballast,
and the master gives notice to the charterer
that he is ready to receive cargo; whereupon
it is the duty of the charterer, not the master,
to provide a proper loading berth. Also that
the words, "usual custom of the wood trade,"
mean a custom which is well known to persons
generally who are engaged in that business,
and not a local usage of which contractors
have no knowledge; and that the words, "cargo
to be furnished vessel at port of loading as cus-
tomary," do not mean the ordinary mode in
which the charterer loads vessels chartered
by him, but the general custom of the port of
shipment.**In re PRESERVATION SYNDICATE.**—Where,
owing to a mistake, a contract for the issue of
shares otherwise than in cash had not been
registered under the Companies Act, "at or
before the issue of the shares," but the shares
had in fact been paid for, Vaughan Williams,
notwithstanding the company had gone into
liquidation, allowed the register to be rectified
by cancelling the shares in question and re-
issuing them, on the terms of the shareholders,
making due provision for all debts and liabili-
ties incurred by the company between the date
of the issue of the shares, and the date of the
motion for rectification.**THE "RED SEA."**—A ship was abandoned
to underwriters as a total loss. By the charter-
party it was agreed that cash for the ship's
disbursements at her port of loading should be
advanced by the charterers, "ship paying 2½
per cent. commission including insurance." Held
by Bruce, J., that in estimating the
amount of freight to which the underwriters
were entitled by virtue of the abandonment, a
sum advanced by the charterers under the
above agreement, being advance freight, was to
be deducted from the gross freight; also, that
the cost of coals bought during the voyage for
the purpose of the voyage, and paid for by the
master's draft maturing after the date of aban-
donment, was not to be deducted from the gross
freight.**IMPERIAL JAPANESE GOVERNMENT V. PEN-
INSULAR AND ORIENTAL STEAM NAVIGATION
COMPANY.**—Where a treaty provides that
the British Sovereign may establish a Con-
sular Court in a foreign state, and that
all complaints against British subjects shall
be heard in the Consular Court, and all
complaints against subjects of the foreign state
in the courts of that country, a subject of the
foreign state, when bringing an action in the
Consular Court against a British subject, can-
not be met with a counter claim in the natureof a cross action, although the injury which
is the subject of the counter claim had its origin
in the same circumstances which gave rise to
the action. The sovereign of the foreign state,
though not specifically mentioned in the treaty,
is not in a worse position in this respect than
his subjects. The Orders-in-Council in 1865
and 1881 relating to the administration of jus-
tice in the consular courts of China and Japan,
do not confer upon the British Consular Court
in Japan a jurisdiction wider than was acquired
by the treaty with Japan in 1858, but only pre-
scribe the manner of exercising the jurisdiction
which is exercisable under that treaty. This is
a judgment of the Imperial Privy Council, but
that court does not decide where the cause of
action arises from the collision between a British
and Japanese vessel, both of which are to
blame, within the jurisdiction of the British
Consular Court of Japan, what course is to be
adopted in distributing the liability between the
respective owners.**SMURTHWAITE V. HANNAY.**—Where the lan-
guage of a rule regulating the procedure of British
consular courts, and giving power to a court to
dismiss actions in which there has been a
joinder of distinct causes of action, which are
not causes of action by and against the same
parties, is permissive in form; and it is pro-
vided by a subsequent rule that, in matters not
covered by the rules, the procedure of the Eng-
lish courts is to be followed; the language of
the rule with regard to the dismissal of such
suits cannot be construed as authorizing their
institution, nor is such a joinder of parties
authorized by any rule of the courts in Eng-
land, according to the Imperial Privy Council.**ROBB V. GREEN.**—In a contract of service
involving confidential relations, there is, in the
absence of an express stipulation to the con-
trary, an implied promise of fidelity and good
faith on the part of the servant, which is
broken when the latter copies surreptitiously
from his master's order book a list of his mas-
ter's customers, for his own use after he shall
have left, and shall set up a rival business.
The servant who so makes and uses the copy
is guilty both of a breach of contract and of a
breach of trust, and, according to the Court of
Appeal in England, the master is entitled to
damages, delivery up to him of all copies and
contracts made from his list by the servant,
and an injunction in restraining the servant
from making use of the information thus im-
properly obtained.**A WESTERN MAN.**The recent victory of Mayor Hazen S. Pin-
gree at the Republican Mayoralty primaries in
Detroit calls fresh public attention to one of
the most notable figures of municipal politics
in all the United States. Not since the day of
Carter Harrison, of Chicago, has such a
picturesque personality arisen in the West.
Mayor Pingree has furnished not only Detroit
but the entire Union with sensations since
his advent on the public stage as a mayor, only
a little over half a decade ago. He has driven
a band-wagon, so to speak, as a fighter of
monopolistic corporations. He has been at
war with his own city commissioners and
attorneys and with the State Legislature over
the question of city rule, and he has even boy-
cotted the press and set up municipal bulletin
boards in front of the Detroit City Hall. To
his credit, however, it must be admitted that
he has achieved a reform in the Detroit street
railway system, and his latest potato scheme,
or municipal farms for the poor, gives promise
of being the germ of a new relief agency in
large communities with idle acres. New York,
Boston, Buffalo, St. Paul, Minneapolis and
Omaha are among the cities which have
adopted it, and the result of their experiments
will be awaited with great interest.—*Phila-
delphia Record.***Counsell, Glassco & Co.****BANKERS & BROKERS****Stocks, Bonds, Insurance, Real Estate.**W. H. Glassco.
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