Recent Legal Decisions.

During the last few weeks there has been considerable activity in the courts, a large proportion of the litigation arising from disputes as to land contracts entered into during the recent in real estate. Much of the present plethora is, however, owing to the block of business occasioned by the death of the late Chief Justice Wood, whose sudden removal threw the courts into temporary disorder.

The litigation on land contracts arises chiefly from the desire of the purchasers to avoid the contracts into which they ware induced to enter in the excitement of the boom. As the land bought is in many cases not now considered worth the price then given, purchasers who are thus dissatisfied with their bargains are seeking relief from their liability then incurred. The ground on which their claim for relief is based is that of fraud and misrepresentation on the part of those who effected the sale, and in many cases there is abundant proof of sharp practice on the part of real estate dealers. A favorite scheme of these real estate agents appears to have been to induce others to join them in forming a syndicate to purchase a property at a high figure, while adroitly concealing the fact that they had previously bought secretly at a much lower price, or were in collusion with the real vender. But of course to succeed in an action of this nature, there must be a clear case of actual fraud and misrepresentation made out, and that the plaintiff was induced thereby to enter into the contract. Two of the recent decisions show clearly the application of this principle. The case of Drake vs. King, tried in equity before Justice Taylor, was brought on the ground that King, acting in collusion with Messrs. Trott and Mitchell, had bought certain land from the latter at $50 per acre, and subsequently induced the plaintiff and others to join him in a syndicate and purchase the land at $60 per acre. At the hearing though, it was admitted that in all such matters of partnership the utmost openness and disclosure of facts must be shown, yet in this particular case it was shown that the fraud and misrepresentation presen' were not the inducements that influenced the plaintiffs in entering the contract. The bill was consequently dismissed. The other case, that of Smith vs. Armstrong, tried at the present assizes, was somewhat similar. The defendant, Armstrong, bought a half section of land for $5,000, and formed a syndicate of ten to purchase it for $1,000 each. One of these ten was the plaintiff, Armstrong, who claimed that deceit and misrepresentation had been employed to induce him to enter the syndicate, but the evidence did not establish a sufficient case to invalidate the contract. The Chief Justice, in summing up, said: "Before a man can recover money paid out on a bargain, he must show that the person to whom it was paid made an untrue statement; that he knew it to be such, and that it was made purposely to induce and actually did induce the plaintiff to enter the contract. If a man stands in the relation of partner to another, he is bound to give the fullest knowledge of everything done by him for his partner; but when holding another at arms' length in a trade, a man was not bound to show any of the defects of his goods, provided he practice no deception of fraud."

At the recent Hilary term, some interesting appeals were discussed by the full bench.

In the case of Innis vs. C. P. R. it was shown that the C. P. R. have the privilege of being sued only in the Province or Territory in which the cause of action arose. For this purpose the company must have some head office in each Province where they may be served, or if they do not appoint any such, they may be served with writs at any station.

Malloy vs. Town, of Emerson, illustrates the working of a principle of law contrary to what equity would expect. The plaintiff was a member of the town council when he finished a bridge for the town, which he had partly completed before his election. On sueing for payment, he was non-suited, and on appeal the non-suited was confirmed. Justice Taylor, giving the judgment of the court, founded it both on the statutes and the common law. The statutes even were explicit that no member of a council shall hold any of the subordinate offices of the body of which he is a member, or perform services for a pecuniary reward. On the general principle of law also, a member of a council is a trustee for the the community, and as such could not sue for compensation

The case of the Imperial Bank vs. Nagle, in interpleader issue to try the true ownership of goods and the chattels seized by the sheriff, but claimed under a chattel mortgage, is somewhat interesting as showing the requirements of a statutory chattel mortgage. Such an instrument must be bona fide and show the full consideration for which it is given and if there is no actual transfer of the goods, the instrument must be registered with an affidavit and an inventory enumerating and describing the goods. The action was brought to cancel the mortgage in this case on the ground of being a fraudulent conveyance to prevent other creditors from getting their money. On this being decided against the plaintiffs, they appealed on the ground of inadequacy and indefiniteness in the description. The provisions of the statute must be followed accurately, as in all matters depending on the statutory enactments. The description must be sufficiently accurate to distinguish the goods in question from all other goods. In this case the simple enumeration of the goods was held not sufficiently definite to bind the goods, and as there was no change of possession, the sale was void and the creditors were let in to share proportionately.

The Northern Wheat Limit.

W. J. Abernathy, agricultural editor of the Pioneer Press, gives some interesting facts regarding the extreme northern limit at which wheat and other cereal grains mature. A leading writer on agricultural matters, some years ago, he says, made a statement that the natural and permanent wheat region of the country lies between latitude 30 deg. and 43 deg. north. In other words, the wheat belt of the United States, according to this authority lies between a line drawn through southern Arkansas on the south and northern Iowa on the north But actual experience soon demonstrated the fact that the northern limit was much above this; indeed the line has gradually been pushed poleward until to-day it reaches nearly to the Arctic circle. The conditions necessary for the development of the wheat plant have been very carefully studied by scientific men, and the laws which govern its growth are now well understood. It has been discovered that the plant requires from 100 to 150 days from the time of sowing the seed to the harvesting of the crop. From the time of heading out until maturity the average period in the United States is from fifty to sixty days, and in England from fifty to seventy days, according to the amount of dry weather and sunshine. The fact has been ascertained also that the average temperature during the summer months must not fall below 60 deg. Fah., or during the average period of its growth, below 56 deg. If this temperature is not attained the grain will not ripen and the crop is a failure. In the far northern latitudes of the American continent nature is wondrously kind to the farmer. Way up in the Saskatchewan valley, and further north to the system of rivers which flow out the Arctic Ocean, the conditions of the temperature named above are found to exist. Summer comes on all at once, and from the time the seed sprouts until it is matured, there is hardly a moment's cessation of heat or growth. The transformation from cold to hot there is one of the marvels of the country. The days are immoderately long, the twilight shadows being prolonged to 10 or 11 o'clock at night. In consequence wheat will mature in about 100 days, and barley in 90, or, as it will be seen, in a much less period than in the United States. At Cumberland House, wheat sown on May 8th ripened and was cut the last of August, the mean temperature being 61.8 deg. At Fort Chippeway, at the entrance of Lake Athabasca, in latitude 58 deg. 42 m., wheat ripens every year without failure, samples of which weigh as much as 68 pounds to the bushel. At Fort Simpson, 61 deg. north, the factor of the Hudson Bay post there says barley ripens every year and wheat four years out of five. At Fort Laird, in the same latitude, wheat and barley grow regularly, also garden vegetables. The factor at this point says that nearly every year in longitude 143 deg. west, and under the Arctic circle, barley is sown and matures.

North-west Minerals.

Last week Prof. Selwyn, director of the geological survey, gave evidence before the House of Commons Committee on Immigration and Colonization, respecting the coal lands of the North-west. He said he had bored at one place on the Saskatchewan to a depth of 290 feet below the prairie level and penetrated six seams of coal, from 18 inches to 6 feet in thickness. On the banks of the stream numerous coal veins cropped out in the face of the banks. This was quite common in this region. From one of these exposed veins he obtained coal for driving the engine employed in the drilling, and his blacksmith also used it for his forge. All the blacksmiths in the employ of the Hudson Bay Company used coal from these crops. Coal was easily