DECISIONS IN COMMERCIAL LAW.

IN RE BOULTON & CO.—The English Court of Appeal holds that where by the articles of association of a company it is provided that the directors who do not acquire their qualification shares within a specified period (*e.g.*, three months) from their appointment, shall be deemed to have agreed to take such shares from the company; directors who do not acquire the qualification, and resign within the time so limited, are under no obligation to take shares from the company, and cannot be placed on the list of contributories in respect of any agreement implied by the articles.

DAVIES VS BOULTON.—Vaughan Williams, J., decides that an article providing that "any mortgage, bond, debenture, trust deed or other security bearing the common seal of the company, and issued for valuable consideration, shall be binding on the company, notwithstanding any irregularity touching the authority of the directors, or officers or servants of the company to issue the same," will protect a *bona fide* holder for value of a debenture of the company without notice, though the seal may have been affixed at a meeting of directors not properly summoned, or at which an inefficient *quorum* was present, and though the resolution to issue may have been passed by the vote of a director disqualified by the articles from voting as an interested party.

GUILD & CO. V. CONRAD.—It was decided in the Court of Appeal in England that a promise to be liable primarily or in any event for a debt for which another person is already or is to become liable, irrespective of the question whether or not that person fails to satisfy that liability, is an indemnity and not a guarantee, and need not be in writing.

IN *re* ENNIS, COLES V. PEYTON.—F. E. and B. enter into a joint and several bond to secure the repayment of a sum lent to F., and it was stipulated that if E. or B. should die, F. should within a month procure some other person to enter into a further bond to the like effect. E. died, and a fresh bond was executed by F., B. and H. in the same form as the former bonds, with the additional proviso that it should not release the heirs, executors, or administrators of E., or in any way alter, vary, or lessen their liability, or affect any right or remedy of the lender under the former bond, B. and H. having paid the debt in equal shares claimed against E.'s estate for half the amount. Held, by the Court of Appeal in England, that E.'s estate was liable for one-third only of the amount paid by B. and H.

A MEMORIAL volume of the late Peter Redpath shows that the benefactions of that excellent Montreal gentleman to McGill University amount to $445,000. He provided that seat of learning with a museum costing $140,000; a library building $135,000, and gave a capital sum of $130,000 for the maintenance of these. Then he endowed a chair of mathematics, subscribed thousands to various college funds, and gave to McGill a collection of books on English history.

CARSLEY V. MCFARLANE.—The defendant wrote to the plaintiffs, who had forwarded for acceptance a draft for the amount due them, saying that he was unable to accept at present owing to failure in business, but that if the plaintiffs would wait three months he would have his business settled by that time and would pay them. In a subsequent letter, referring to the plaintiffs' claim, he said: "I will be able to attend to you about 1st April." The defendant being sued, set up the Statute of Limitations, but the Supreme Court of Nova Scotia held that these promises were a sufficient acknowledgment of the debt to take the claim out of the statute, and the Supreme Court of Canada agreed.

INTERESTING TO LANDLORDS.

Is a tenant responsible for the burning of a house which he occupies? Such is the rather peculiar question raised in the case of Labbe vs. Murphy, which will shortly take up the attention of the Superior Court in Montreal. The facts are thus stated: The plaintiff, Labbe, rented a house from the defendant last May, and before taking possession paid the rent for the entire year in advance. After a month or so's occupation the house was burned down, and the plaintiff and his family had to seek shelter elsewhere. The suit is brought to recover the rent paid in advance from the date on which the fire took place until May of next year. The defence has filed a counter plea which is strange to the law annals of Quebec, and the settlement of which will be awaited with not a little interest. The counter plea is a claim against the tenant for the value of the house destroyed, on the argument that the law always presumes that the tenant is responsible for a fire until he or she can prove otherwise. A supplementary plea has also been put in on the strength of a clause in the lease which makes the tenant responsible for the delivery of the premises leased to the landlord at the expiration of the lease in as good condition as when he entered into possession, less the necessary wear and tear.