DECISIONS IN COMMERCIAL LAW.

RE ONTARIO EXPRESS AND TRANSPORTATION CO.—By statute giving charter to this company, it was provided that any person then holding shares might surrender within a future period if disposed to withdraw from the new company. Some of the appellants, being subscribers to the new stock, took advantage of this and surrendered their shares. It appeared that they had never paid the ten per cent. on their shares due by the terms of their subscription at the time of subscribing. To this extent they had been charged as contributories. The last mentioned statute, however, provided that the effect of the surrender was to forfeit the shares so that liability thereon should cease. Held by the Court of Chancery, that these appellants were not bound to make good defaults antecedently to the surrender and forfeiture of their shares.

KERFOOT v. VILLAGE OF WATFORD.—Action for injunction to restrain the defendants from constructing a drain pursuant to a certain by-law. The construction of the new drain was necessary from a sanitary point of view, as well as for the purpose of keeping in repair the highway under which a portion of it passed: the local health authorities urged its construction on the defendants, who resolved to construct it and charge it, if necessary, as part of the ordinary expenditure for the current year. In June, 1893, however, they submitted a by-law for its construction to the electors, but the by-law was defeated. The defendants, however, nevertheless proceeded with its construction; but in August, 1893, they again submitted the by-law to the vote, when it was carried and afterwards finally passed. It was clear that the defendants could have constructed the drain and charged it as part of the ordinary expenditure of the year without exceeding the statutable limit of taxation. Held, by Meredith, J., that the first by-law having been defeated did not prevent the submission of the second in the same year, nor did the fact of the work having been commenced as an item of ordinary expenditure for the year incapacitate the defendants from again submitting a by-law for its construction.

BELL v. WINDSOR AND ANNAPOLIS RAILWAY CO.—A package of goods marked "A.R.B." and addressed to the care of K., the plaintiff's agent at Berwick, was forwarded by the defendants' line of railway. The way bill sent to the station master showed only the shipment of a package marked "A.R.B.," without indicating the name of the person who was to receive delivery. The goods arrived at Berwick station in regular course, and within two or three days after their arrival K. asked for a packet addressed "A.R.B." to his care, but was told by the station master that no such package had come. He made enquiry on three days of the following week and received the same answer. The station master, in replying to the enquiries made, looked at the way bill, but omitted to look at the package. Subsequently the goods were stolen from the station building, and the company were sued for the value of the goods. Held by the Supreme Court of Nova Scotia, that the refusal of the defendants' servant to deliver the goods to the person authorized to receive them, as well as their detention contrary to his wishes, constituted negligence for which the defendants were responsible.

MCKAY v. HUGGAN.—The plaintiff and defendant were owners of lands in the County of Picton, divided by the waters of a stream known as "Barney's River." The plaintiff brought trespass against the defendants, claiming that during a freshet the waters of the river broke in upon the plaintiff's land and cut off a portion of it, and that the defendants thereupon closed up the original channel and prevented the water from flowing therein, and forced the whole stream upon the plaintiff's lands. He also complained of other acts of trespass in connection with the land so cut off. The defendants denied that any freshet had occurred to change the course of the river between the lands, and in the alternative, claimed that if any change had occurred it had been slow and imperceptible. The jury found, in answer to questions submitted to them, among other things; (1) that the river flowed originally in the channel, as claimed by the plaintiff; (2) the change in the course was brought about by "freshets and jams of ice"; and (3) that the land between the old channel and the new course of the river was formed by the material composing it "gradually." Held by the Supreme Court of Nova Scotia that the change in the bed or course of the river from the defendants' side to the plaintiff's being due to "freshets or jams of ice," the beach or strip of land between the old channel and the new belonged to the plaintiff, who was therefore entitled to recover.

CONNOR v. BREMNER.—Where a wholesale liquor business was carried on by a husband and wife together, the license being in the husband's name, the stock purchased from a general fund, and the husband and wife practically in partnership;—Held by the Supreme Court of Alberta judicial district, that upon an interpleader issue, that the wife could not be heard to claim any of the stock as her separate estate.

HUNTER v. DOWLING.—Partnership articles provided for annual accounts and balance sheets to be taken on the 31st of March in each year, or as near thereto as conveniently might be, and to be signed by the partners; and also provided that the share of a partner dying should be taken by the surviving partners at the amount appearing to his credit in "the last annual balance sheet which should have been signed previous to his death." A partner died on the 10th of April, 1891, at which time no account had been taken for the year ending on the 31st of March, 1891. The English Court of Chancery held that the amount of the deceased partner's share must be determined according to an account to be taken in the year ending on the 31st of March, 1891, and not according to the balance sheet for the year before, which was the last annual balance sheet actually signed by the partners.

REGINA v. COULSON.—A conviction under the Ontario Medical Act, for practising medicine for hire, was held bad by the Court of Queen's Bench for uncertainty in not specifying the particular act or acts which constituted the practising. And the court refused to amend, and quashed the conviction, where the practising consisted in telling a man which of several patent medicines sold by the defendant was suitable to the complaint which the man indicated, and selling him some of it. This case covers sales of patent medicines by druggists for specific purposes.

MCLEAN v. CLARK.—A partnership by estoppel or by "holding out" will not hold good, according to the Ontario Court of Appeal, to create the legal liability of partner, if the real osition of affairs is known to the creditor.