DECISIONS IN COMMERCIAL LAW.

GILLARD V. MILLIGAN.—A judgment debtor assigns, and the execution creditor, after the assignment, takes no active steps to enforce his execution. The assignee and his solicitor receive from the estate more than the amount of costs of the execution creditor, but apply it to the costs of administering the estate. It was held that as the plaintiff, the execution creditor, might have proceeded under his execution to realize his costs, he could not recover when there was no fund available for the creditors.

HYER V. THE RICHMOND TRACTION COMPANY *et al.*—An interesting decision has been recently given by the Supreme Court of the United States in regard to a contract alleged to be void because against public interest. Two companies were competing for a franchise from a city council. The promoters afterwards agreed to co-operate, and the one company withdraws its ordinance on a contract that the results of the enterprise are to be divided equally between them. Held, that the contract was not void on grounds of public policy.

CHATTEL MORTGAGE.

INCH V. SIMON.—It was held not to be a fatal objection to a chattel mortgage that the affidavit of execution by the mortgagor had been taken by the witness before the mortgagee himself, he being a Commissioner for taking affidavits in the Province.

TRADE MARK.

RADAM V. SHAW.—In the use of trade names it is impossible to give a general rule which will apply to all cases. Each instance must be decided by itself. In the above, the words "Microbe Killer" were held to constitute a valid trade mark, and an injunction was granted at the instance of the owner of such registered trade mark to restrain another manufacturer from using it.

A BENEFICIARY.

VIDEAU V. WESTOVER.—The sum of $500 was by a certificate of life insurance made payable to the daughter-in-law of the assured. The assured afterwards by will directed that the money should go to certain other beneficiaries, and died before the passing 60 Vic. c. 36. Held that, by ss. 151, 159 and 160 of that Act, the daughter-in-law being an "ordinary beneficiary," the assured had the right to make the reappointment, and the provisions of the will in question were valid.

TRANSFERRING BANK STOCK.

STEWART V. HAYDEN.—The Supreme Court of the United States has recently given an interesting decision as to the limitations under which a holder of shares in a national bank may transfer them. The appellant had been a director of a bank for eight years when he transferred his bank stock in payment for certain real estate. Twenty days later the bank failed. The receiver sought to include the appellant in the list of those liable to depositors. Held that as a director he knew of the condition of the bank, and the disposal of the shares was to be taken as an attempt to evade liability in case of failure, and the transfer was clearly a case of fraud.

—Kansas City, U.S., has a blacksmith named Swinghammer. Salina a milkman named Waterman, Wichita a joiner named Develsfriend, Eudora an undertaker named Coffin, Colby a lawyer named Lyre, McPherson a gambler named Cheatem, Blue Rapids a barber named Pullem, and Ellsworth a newspaper named "George Washington."