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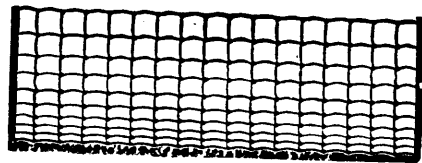
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ed upon application.**E. C. Stanwood & Co'y**121 Devonshire Street,
BOSTON, Mass., U.S.A.**DECISIONS IN COMMERCIAL LAW.****HURDMAN V. CANADA ATLANTIC R. W. Co.**
—A lumber company had railway sidings laid
in their yard for convenience in shipping lum-
ber over the line of railway with which the
switches connected, and followed the practice
of pointing out to the railway company the
loaded cars to be removed, the railway com-
pany thereupon sending their locomotive and
crew to the respective sidings in the lumber
yard, and bringing away the cars to be de-
spatched from their depot, as directed by the
bills of lading. Held by the Supreme Court of
Canada that in the absence of any special
agreement to such effect, the railway company's
servants, while so engaged, were not the em-
ployees of the lumber company, and that the
railway company remained liable for the con-
duct of the persons in charge of the locomotive
used in the moving of the cars. That where
the lumber company's employees remained in
a car, lawfully pursuing their occupation there,
the persons in charge of the locomotive owed
them the duty of using the utmost skill and
care in moving the car with them in it, so as to
avoid all risk of injury to them.**KERR V. ATLANTIC AND NORTH-WEST R. Co.**
—K. brought an action against a railway com-
pany for damages by reason of a right of way
having been, as he alleged, closed up by the
building of a portion of the road through the
city of Montreal: and claimed that he suffered
an annual loss of \$450 by being deprived of the
right of way. The company pleaded, *inter
alia*, that the action not having been brought
within two years from the time the alleged
wrong was committed, was prescribed by Art.
2261, Code Civil of Quebec; and also that the
injury was done by the contractor for building
the road, and they were not liable therefor.
Held by the Supreme Court of Canada, affirm-
ing the decision of the Court of Queen's Bench
of Quebec, that the injuries complained of hav-
ing been committed by one act, the consequence
of which might have been foreseen and claimed
for at the time, the fact that the damage con-
tinued, did not prevent the prescription running
against K.; and his action was barred by the
article in question; also that the company were
not liable for the wrongful act of the contractor
in borrowing earth for embankments from a
place and in a manner not authorized by his
contract, and so committing the injury com-
plained of**MUNICIPALITY—OPENING STREETS**The Supreme Court of Georgia held, in the
recent case of *The City Council of Augusta vs.
Georgia Railroad and Banking Company*, that
in order to authorize a municipal corporation
to take, for the purpose of opening or extend-
ing streets, property already devoted to public
use, the power must be conferred in express
terms or by necessary implication; that a gen-
eral power conferred by legislative enactment
upon a municipal corporation "to open new
streets, change, widen, or to extend streets al-
ready opened within the corporate limits," does
not expressly confer upon the corporate mun-
cipality the authority to take and use for this
purpose land already in use by a railroad com-
pany for purposes embraced within the provi-
sions of its charter, and that in determining
whether or not such authority arises by neces-
sary implication in a given case under the
above recited enactment, the legislative intent
is to be arrived at by applying the statute to
the subject matter, and if both the uses do not
reasonably stand together the authority is not
to be implied, otherwise it may be.**Gates and Lawn Fence**Our gates are considered the strongest and
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