DECISIONS IN COMMERCIAL LAW.

GOSNELL v. TORONTO RAILWAY.—The Toronto Railway Company have not under their charter and their agreement with the city of Toronto an exclusive right of way upon their tracks, or the right to run at any rate of speed they please to adopt on that the corporation please to allow. Whilst the cars of the company must not be wilfully impeded, the company are bound to recognize the rights and necessities of public travel, and so to regulate the speed of their cars that they may be quickly stopped should occasion require it. Where, therefore, there was some evidence that an accident was the result of a car running at an excessive rate of speed, the judgment of the Common Pleas Division upholding a verdict against the company was affirmed by the Court of Appeal.

MORTON v. COWAN.—A *bona fide* assignment or pledge for value of shares in the capital stock of a company incorporated under the Joint Stock Letters Patent Act, is valid between the assignor and the assignee, notwithstanding that no entry of the assignment or transfer is made in the books of the company: and, as only the debtor's interest in the property seized can be sold under their execution, the rights of a *bona fide* assignee cannot be cut out by the seizure and sale of the shares, under the execution against the assignor, after the assignment, according to the Court of Queen's Bench.

CARSON v. SIMPSON.—On 13th August, 1881, G., being the owner, mortgaged a biscuit factory, in which are certain fixtures (machinery), to the H. trustees. Two days afterwards, by a chattel mortgage, he mortgaged these fixtures and certain other machinery, not then on the premises, but which were subsequently placed upon the premises, as fixtures, to F. On the 3rd November he, by a chattel mortgage, mortgaged both sets of fixtures to the same trustees, and F.'s mortgage was paid off. On 24th June, 1884, he further mortgaged the premises on which the fixtures were, to H. M., became the assignee of a judgment against G. and of the mortgage to H., and commenced an action on both, making C., the present claimant, who had become a tenant of the premises previous to the making of the mortgage to H., a party, and in that action C., as such tenant, in November, 1887, redeemed M. and obtained an assignment of the H. mortgage. C. had also become the assignee of the mortgage to the H. trustees. On the 16th August, 1888, the sheriff seized the fixtures under an execution on the judgment against G. Held by the Court of Chancery, that, for the purpose of F. mortgage and the H. trustees' mortgage, there was a severance of the chattels from the realty, but at the date of the seizure the F. mortgage was at an end, and only the mortgage to the trustees existed; that the effect of the mortgage to H. was that the whole place, land and fixtures, was mortgaged to him in June, 1884, and thus an intention was indicated by the owner G. to reunite the property temporarily severed by the mortgage to the H. trustees, and the whole became land subject to that intermediate chattel mortgage, and when it expired, which it did in 1889, the temporary character of the personalty disappeared, and the increased value went to feed the landowner's title, and was not intercepted by the execution.

THE POSTAL TELEGRAPH CABLE CO. v. THE COUNCIL OF CHARLESTON.—An ordinance of a city imposing a license fee upon every telegraph company or agency doing business in the city, not including business done to and from points without the State or business done for the Government, its officers or agents, is not void as an interference with interstate commerce, according to the Supreme Court of the United States. Messages of a telegraph company sent and delivered entirely within the State are subject to its taxing power.

SARLLS v. UNITED STATES.—The plaintiff was indicted and convicted of introducing, at the Choctaw Nation, in the Indian country, ten gallons of lager beer, which the indictment averred were "spirituous liquors," and the introduction of which into the Indian country was made an offence punishable by fine and imprisonment by the Revised Statutes of the United States. The section in question is in the following terms: "No ardent spirits shall be introduced under any pretence into the Indian country. Every person (except an Indian in the Indian country) who sells, exchanges, gives, barters, or disposes of any spirituous liquors or wine to any Indian, &c., &c. It thus appears that the sole question presented for our consideration by this record is whether 'lager beer' is a 'spirituous liquor or wine?' and we (the Supreme Court of the United States) hold that lager beer is not a 'spirituous liquor or wine.'"

JUDGMENT FOR PLAINTIFFS.

Some time ago, suit was brought in Nova Scotia courts by Hugh D. Cann and others, of Yarmouth, in that province, against Robert S. Eakins, E. Franklin Clements, Edgar W. Clements, Albert M. Perrin, Linus M. Childs, Boston and Newport capitalists, and it now appears that Mr. Cann and his friends have been successful in their contention. The action arose out of an amalgamation of the Yarmouth Gas Light Company and the Yarmouth Electric Light Company. The plaintiffs, who were shareholders, claimed that the defendants, who were the directors of the gas company, fraudulently procured a controlling interest in the stock of the gas company and then purchased the electric light plant, owned by themselves and their friends, at an exorbitant price, the result of which was that the interest of the plaintiffs in the stock and property of the gas company was wholly lost. A Halifax despatch states that judgment has been given in favor of plaintiffs for $48,600.

THE ACCUSED GETS OFF.

The general execration in which a "fire bug" is held will account for the interest taken in a case, now more than a year old, in which a farmer of the Eastern Townships of Quebec was arrested for arson. The adjourned trial was held at Sherbrooke on the 11th inst., before Judge Brooks. The accused was Hilaire Lamoureaux, a farmer of Coaticook, and the trial was at the Queen's Bench. The prosecution went to show that accused had on August 13th, 1893, set fire to a barn belonging to L. S. Durand, a trader of Coaticook, who had taken out an execution against Lamoureaux for an old debt, Lamoureaux having threatened that if Durand refused to settle he would lose a good deal more than the whole of the debt within twenty-four hours. The jury, after considering the whole of the evidence, which was chiefly circumstantial, gave the accused the benefit of the doubt, and accordingly brought in a verdict of not guilty. Mr. Lamoureaux may thank his stars that he got free, for appearances were decidedly against him. In Great Britain arson is punishable by whipping or a felon's death, according to the circumstances of the case.