

**THOMSON, HENDERSON & BELL,****BARRISTERS, SOLICITORS, &c.**D. E. THOMSON, Q.C.  
DAVID HENDERSON,  
GEORGE BELL,  
JOHN B. HOLDEN,Offices  
Board of Trade Buildings  
TORONTO.WM. LOUNT, Q.C.  
W. A. CAMERON, M.A.A. H. MARSH, Q.C.  
GEO. A. KINGSTON.

Cable Address—"Marsh, Toronto."

**LOUNT, MARSH & CAMERON,****BARRISTERS, SOLICITORS, &c.**Solicitors for the Trust and Loan Co'y of Canada and  
for the Standard Bank.

35 TORONTO ST., TORONTO.

Telephone 45

G. G. S. LINDSEY.

LYON LINDSEY.

**LINDSEY & LINDSEY,****Barristers, Solicitors, Notaries, and  
Conveyancers.**

Pacific Buildings, 23 Scott Street, TORONTO.

TELEPHONE 2984

Money to Loan

OTTAWA.

**LATCHFORD & MURPHY,****Barristers, Solicitors, Notaries, &c.,  
Parliamentary and Departmental  
Agents.**Offices, 19 Elgin St., N.E. Cor. Sparks and Elgin Sts.  
OTTAWA.

F. R. LATCHFORD,

CHAS. MURPHY.

**GIBBONS, McNAB & MULKERN,****Barristers, Solicitors, &c.**Office—Corner Richmond and Carling Streets,  
LONDON, ONT.GEO. C. GIBBONS, Q.C.  
P. MULKERN.GEO. McNAB.  
FRED. F. HARPER**R. CUNNINGHAM, Guelph.**—Fire Insurance and  
Real Estate. Properties valued. Counties of  
Wellington, Halton, Dufferin, Grey, Bruce, and Huron  
covered monthly. Telephone 195.**HENRY F. J. JACKSON, Real Estate and General  
Financial and Assurance Agency, King Street,  
Brookville.****GEORGE F. JEWELL, F.C.A., Public Accountant  
and Auditor. Office, No. 193 Queen's Avenue,  
London, Ont.****WINNIPEG City Property and Manitoba Farms**  
bought, sold, rented, or exchanged. Money loaned  
or invested. Mineral locations. Valuator, Insurance  
Agent, &c. **WM. R. GRUNDY, formerly of Toronto.**  
Over 6 years in business in Winnipeg. Office, 490 Main  
Street. P. O. Box 234.**COUNTIES Grey and Bruce Collections made on  
commission, lands valued and sold, notices served.**  
A general financial business transacted. Leading loan  
companies, lawyers and wholesale merchants given as  
references.

H. H. MILLER, Hanover

**THOMAS CLARKE, Manufacturers' Agent, 32 King  
Street, St. John, N.B.** Excellent references.**DECISIONS IN COMMERCIAL LAW.****BOND V. TORONTO RAILWAY COMPANY.**—  
The Court of Appeal decides that having car  
buffers of different heights, so that in coupling  
the buffers over lap and afford no protection to  
the person effecting the coupling, is a "defect  
in the arrangement of the plant" within the  
meaning of the Workmen's Compensation Act.**BARNES V. DOMINION GRANGE MUTUAL FIRE  
INSURANCE ASSOCIATION.**—Upon application  
for insurance for four years and the giving of  
his note for the premium, the applicant received  
an interim receipt containing the conditions,  
among others, that the insurance was subject to  
the approval of the directors, who should have  
power to cancel the contract within fifty days  
by letter, and that unless the receipt was fol-  
lowed by a policy within the fifty days the  
contract of insurance should wholly cease and  
determine. No notice of cancellation was given  
and no policy was issued. Held by the Court  
of Appeal that there was a contract of insur-  
ance, and that the provision for determination  
by the effluxion of time was a variation from  
the statutory conditions, which was not bind-  
ing, not being printed in the required mode.**ARTHUR V. GRAND TRUNK RY. CO.**—The  
Court of Appeal holds that if water precipitated  
from the clouds, in the form of rain or snow,  
forms for itself a visible course or channel, and  
is of sufficient volume to be serviceable to the  
persons through or along whose lands it flows,  
it is a watercourse and for its diversion an  
action will lie. Where such a watercourse has  
been diverted by a railway company in con-  
structing their line, without filing maps or giv-  
ing notice, the landowner injuriously affected  
has a right of action, and is not limited to an  
arbitration. For such diversion the landowner,  
in the absence of an undertaking by the com-  
pany to restore the watercourse to its original  
condition, is entitled to have damages assessed  
as for a permanent injury.**LAND SECURITY CO. V. WILSON.**—An agree-  
ment for sale and purchase of several lots entered  
into between the plaintiffs and the defendant  
described the lots by their plan number, and,  
after providing for payment of the purchase  
money, part in cash and part at times fixed  
therein, with a right of payment, contained the  
words: "Company will discharge any of the  
said lots on payment of the proportion of the  
purchase price applicable on each." The de-  
fendant sold and assigned his interest in the  
agreement to a third person, who made sales of  
lots and parts of lots, conveyances being made  
to the purchasers by the plaintiffs, who alsogave time to the third person for payment in-  
terest. Held, by Court of Appeal, that though  
the plaintiffs had no right to convey parts of  
lots, the defendant, even if merely a surety, was  
not wholly released by their doing this, and  
giving time for payment of interest, but that he  
was released as to interest in arrear when time  
was given, and was entitled to credit for the  
full proportion of purchase money of these lots  
of which parts had been conveyed.**WOOD V. REESOR.**—The Court of Appeal de-  
cides that a creditor cannot take the benefit of  
the consideration for a transfer of goods and at  
the same time attack the transfer as fraudulent,  
and an assignee for the benefit of the creditors  
has no higher right in this respect. Where  
therefore a creditor suing in the name of the  
assignee obtained judgment for the payment to  
him, as part of debtor's estate, of promissory  
notes given to the latter for, as was alleged,  
part of the purchase money of his stock in  
trade, it was held that it was then too late for  
the creditor to attack the sale as fraudulent.**PREFERENTIAL ASSIGNMENTS.**Reference was made last week, in another  
column, to the measure regarding assignments  
and preferences just adopted by the New  
Brunswick Legislature. Our correspondent  
sends us some further particulars. This mea-  
sure, he says, will do something to prevent the  
dishonest assignments we have been used to,  
and will help to secure, if it does not entirely  
secure, to creditors equitable treatment in the  
distribution of estates. This new law can  
render void any judgment given to defraud  
his creditors by any insolvent person, know-  
ing his condition. Preferences to any creditor,  
transfers of goods, likewise gifts and convey-  
ances, are voidable. Provision is made for the  
debtor to assign to the sheriff of his county,  
who is compelled to give special security. Im-  
mediately upon the assignment all the estate of  
the insolvent passes into the hands of the as-  
signee for distribution. The effect of the as-  
signment is that the sheriff is in a position to  
proceed against any fraudulent transfers or pre-  
ferences. The rights of all wage-earners are  
protected by the law. Provision is made for  
meetings of the creditors, and these may at any  
time appoint an assignee other than the sheriff.  
Any proceedings authorized by the creditors at  
their meetings can be taken by the assignee  
only on the authority of a judge. In its provi-  
sions to secure the full benefit of all estates to  
the creditors, the measure compels the refund-  
ing of all moneys realized by the person to  
whom gifts or transfers have been made, if they  
have been disposed of. Assignments take pre-  
cedence of executions.

**DOMINION SUSPENDER CO.**  
UNITED STATES, NIAGARA FALLS, (CANADA).  
MONTREAL. 28 St. Sulpice St.  
TORONTO. 45 Canada Life Bldg.  
CHICAGO. 138 Adams Exp. Bldg.  
ST. JOHN'S. Bldg.  
NEW FOUNDLAND.  
SYDNEY, N.S.W. 48 Margaret St.

OUR STYLES ARE EXCELLENT  
AND EXCLUSIVE.  
OUR MAKES DURABLE & PERFECT.  
EVERY BRACE GUARANTEED.  
AND FOR VALUE TO RETAIL FROM  
25¢ TO \$1.00. WE HAVE NO  
SUPERIOR ON THE CONTINENT.

SAMPLES  
ON APPLICATION.  
CARRIAGE PAID.