DECISIONS IN COMMERCIAL LAW.

27th August, 1894, the defendant made an

assignment to the plaintiff for the benefit of his

creditors; the defendant at the time was the

owner of a lot of land with a building thereon,

the lower story of which was a store, fronting

on the street, with large windows, and a sign

over the door. The upper story was divided

into six rooms, four of which are occupied by

the defendant as a dwelling, the other two

being rented; there was in the rear a lean-to,

used as a summer kitchen and another used as

a wood-shed. The defendant had also a stable

built on the back portion of the lot. The lot

and building were valued at from \$1,000 to

\$1,400. The plaintiff contended that the lot and buildings passed to him by deed of assign-

ment and brought an action of ejectment to

recover the same. The defendant contended

that his property was his actual residence and

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home, and exempt from seizure under execution under the Homestead Exemption Act of Manitoba, and that the property did not pass by the assignment. The Manitoba Court of Queen's

Bench decided that a verdict should be entered for the defendant. It seemed reasonable that as long as the building occupied by a debtor as

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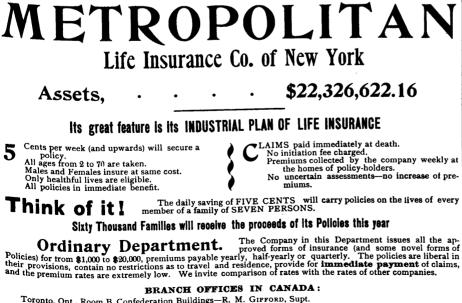
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his residence and home did not, including th land on which it was erected, exceed the value of \$1,500 fixed by the statute, such person should be entitled to the protection afforded by the statute, although a portion of the building, even a substantial one, was used as an office, shop, store, or other place of business.

HEADFORD V. MCCLARY MANUFACTURING CO. -W., a workman in a factory, to get to the room where he worked, had to pass through a narrow passage, and at a certain point turn to the left, while the passage was continued in a straight line to a lift. In going to his work at an early hour one morning he inadvertently walked straight along the passage and fell into the well of the lift, which was undergoing repairs. Workmen engaged in making such repairs were present at the time, with one of whom W. collided at the opening, but the bar that was usually placed across the front of the shaft was down. In an action against his employers, in consequence of such accident, the Supreme Court of Canada affirmed the decision of the Court of Appeal, that there was no evidence of negligence of the defendant to which the accident could be attributed, and W. was properly nonsuited at the trial.

TOOTH V. KITTREDGE .- A judgment creditor of J. applied for an order for sale of the latter's interest in certain lands, the legal title to which was in K., a brother-in-law and former partner of J. An order was made for a reference to ascertain J.'s interest in the lands, and to take an account of the dealings between J. and K. In the Master's Office, K. claimed that in the course of the partnership business, he signed notes which J indorsed and caused to be discounted, but had charged against him, K., a much larger rate of interest thereon than he had paid, and he claimed a large sum of money to be due him from J. for such overcharge. The Master held that, as these transactions had taken place nearly twenty years before, K. was precluded by the Statute of Limitations, and by laches and acquiescence from setting up such claim. The Master's decision was reversed by a Judge in Court, and the decision of the latter affirmed by the Court of Appeal, on the ground that the matter being one between partners, and the partnership affairs never having been formally wound up, the statute did not apply. Held by the Supreme Court of Canada, reversing the decision of the Court of Appeal, and restoring the Master's report, that K.'s claim could not be entertained; that there was, if not absolute evidence, at least a presumption of acquiescence from the long delay; and that such presumption should not be rebutted by the evidence of the two partners, considering their relationship and the apparent covenant between them.

—The beggars of Paris are up to business. For instance, they have regular "Directory of Benefactors"—in two editions—a small one at three francs and a large one for six francs. These give the names of persons known to be Inese give the names of persons known to be benevolent, also their religion and political faith; also the hour at which they may be found at home, etc. The "religious racket" is very remunerative, it seems. An old ragpicker at Clichy lately confessed that last winter her child was baptized twelve times in Protestant churches and ten times in Catholic ones: each time the and ten times in Catholic ones; each time the and ten times in Catholic ones; each time the mother received one franc and a new dress. When epidemics are raging the beggar asks for contributions on the plea that his or her off-spring is down with diphtheria, croup, etc., and many people quickly respond in order to get rid of what they believe to be a dangerous person.