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**THOMAS CLARKE, Manufacturers' Agent, 32 King
Street, St. John, N. B. Excellent references.****DECISIONS IN COMMERCIAL LAW.**

HORSFALL V. BOISSEAU.—The Court of Appeal holds that a description in a chattel mortgage of after acquired goods as "all other ready-made clothing, tweeds, trimmings, gents' furnishings, furniture and fixtures, and personal property, which shall at any time during the currency of this mortgage be brought in or upon the said premises, or in or upon any other premises in which the said mortgagor may be carrying on business," is sufficient, and binds goods of the kinds mentioned in premises to which mortgagor moves after making the mortgage.

THE SHIP "MINNIE" V. THE QUEEN.—The Admiralty Court is bound to take judicial notice of an Order-in-Council from which the court derives its jurisdiction issued under the authority of the Act of the Imperial Parliament, the Seal Fishery (North Pacific) Act, 1893, without proof. A Russian cruiser manned by a crew in the pay of the Russian Government, and in command of an officer of the Russian navy, is a "war vessel" within the meaning of the said Order-in-Council, and a protocol of examination of an offending British ship by such cruiser, signed by the officer in command, is admissible in evidence in proceedings taken in the Admiralty Court in an action for condemnation under the said Seal Fishery (North Pacific) Act, 1893, and is proof of its contents. The ship in question in this case having been seized within the prohibited waters of the thirty-mile zone around the Kormandorsky Islands, fully equipped and manned for sealing, not only failed to fulfil the onus cast upon her of proving that she was not used or employed in killing or attempting to kill any seals within the seas specified in the Order-in-Council, but the evidence was sufficient to prove that she was guilty of an infraction of the statute and Order-in-Council.

WALSH V. TREBILCOCK.—W. and another man made a bet on the result of an election for the House of Commons, and each deposited the sum bet with T. By the result of the election W. lost his bet and the money was paid by T. to the winner. W. then brought an action against T. for the amount he had deposited with him, claiming that the transaction was illegal, and the contract to pay the money void. The Supreme Court of Canada decided that T. in becoming the depository of the money, was guilty of a misdemeanor under the criminal code, that W. was an accessory and that the parties being *in pari delicto*, and the illegal act having been performed, W. could not recover.

BULMER V. THE QUEEN.—The claimant applied to the Government of Canada for licenses to cut timber on timber berths situated in the territory lately in dispute between that Government and the Government of Ontario. The application was granted on the condition that the applicant would pay certain ground rents and bonuses, and make surveys and build a mill. The claimant knew of the dispute, which was at the time open and public. He paid the rents and bonuses, made the surveys and enlarged a mill he had previously built, which was accepted as equivalent to building a new one. The dispute was determined adversely to the Government of Canada, and at the time six leases or licenses were current, and consequently the Government could not renew them. The leases were granted under the provisions of the Dominion Act respecting public lands relating to timber berths, and the regulations made under the Act of 1879 provided that "the license may be renewed for another year, subject to such revision of the annual rental and royalty to be paid therefor as may be made by the Governor in Council." On a claim for damages by the licensee it was held by Exchequer Court of Canada that Orders in Council issued pursuant to the Public Lands Act, authorizing the Minister of the Interior to grant licenses to cut timber, did not constitute contracts between the Crown and proposed licensees, such Orders in Council being revocable by the Crown until acted upon by the granting of the licenses under them. And that the right of the renewal of the licenses was optional with the Crown, and that the claimant was entitled to recover from the Government only the moneys paid to them for the rents and bonuses.

ROBERTS V. BANK OF TORONTO.—A brick-maker who makes bricks for another person in a brickyard belonging to that person, and has possession of the brickyard while engaged in making the bricks, is entitled to a lien upon the bricks as against an execution creditor or chattel mortgagee of the owner, according to the Court of Appeal.

O'CONNOR V. HAMILTON BRIDGE CO.—The absence of a guard to a projecting screw in a revolving spindle is a violation of the provisions of the Factories' Act, the spindle being a moving part of the machinery, within the meaning of that Act, and it is also a "defect in the condition of the machinery" within the meaning of the Workmen's Compensation for Injuries Act, and in either view damages may be recovered for an accident caused by its absence, according to the Court of Appeal.

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