

DECISIONS IN COMMERCIAL LAW.

BAKER V. McLELLAND.—M. by deed sold to W. the phosphate mining rights in certain land, the deed containing a provision that "in case the said purchaser in working the said mines shall find other materials of any kind whatever, he shall have the privilege of buying the same from the said vendor or representatives, by paying the price set upon the same by two arbitrators appointed by the parties." W. worked the phosphate mines for five years and then discontinued. Two years later he sold his mining rights in the land, which, by various conveyances, were finally transferred to B., each assignment purporting to convey "All mines, minerals and mining rights already found, or which may hereafter be found" on said land. A year after the transfer to B. the original vendor granted the exclusive right to work mines and veins of mica on the land to W. & Co., who proceeded to develop the mica. B. then claimed an option under the original agreement to purchase the mica mines, and demanded an arbitration to fix the price, which was refused, and she brought an action against M. and W. & Co. to compel them to appoint an arbitrator and for damages. Held by the Supreme Court of Canada, affirming the decision of the Court of Queen's Bench of Quebec, that the option to purchase other minerals could only be exercised in respect to such as were found when actually working the phosphate, which was not the case with the mica, as to which B. claimed it. Also, that any ambiguity in the agreement granting the option must be interpreted against the purchaser.

CUMMINGS V. McDONALD.—In an assignment for benefit of creditors, one preferred creditor was to receive nearly \$300 more than was due him from the assignor, on an understanding that he would pay certain debts due from the assignor to other persons, amounting in the aggregate to the sum by which his debt was exceeded. The persons so to be paid were not parties to, nor named in the deed of assignment. The Supreme Court of Canada held, reversing the decision of the Supreme Court of Nova Scotia, that, as the creditors to be paid by the preferred creditor could not enforce payment from him or from the assignee, and would be unable to recover from the assignor, who had parted with all his property, they would be hindered and delayed in the recovery of their debts, and the deed was, therefore, void under the Statute of Elizabeth.

FAIRWEATHER V. OWEN SOUND STONE QUARRY COMPANY.—S., one of the directors of a quarry company, was appointed foreman of the works, with full powers of management, but subject to the directors' control, and to the performance of such duties as might be delegated to him from time to time. The plaintiff, one of the company's laborers, claiming that he had sustained injury by reason of S.'s negligence, while acting under his instructions, brought an action at common law against the company. The Court of Chancery decides that, so far as the action rested upon the liability of the company through S., there was no liability, for S. was merely a fellow servant of the plaintiff. Held, however, that an action might be sustained on proof of negligence of the company in not furnishing proper appliances for the quarrying operations.

TIERNAN V. PEOPLE'S LIFE INSURANCE CO.—The application for a life insurance policy provided that no policy was to be in force until actual payment and acceptance of the first payment due thereon by an authorized agent, and

the delivery to the insured of the necessary receipt signed by the general manager. The policy stated, in consideration of the annual premium being paid in advance to the company at its head office on or before the delivery of the policy, and thereafter annually, the company would pay to the insured's executors the amount of the policy. By the contract between the general managers and the company, the former were to receive eighty-five per cent. of the premiums, and were authorized to employ sub-agents, whom they were to pay out of the commission allowed them, and were to indemnify and save harmless the company against any claims for commission by sub-agents. One of the company's general managers, who had taken the application, agreed with the applicant, that in consideration of certain work done by the applicant for him, the first premium should be considered as paid, and he gave the applicant the company's official receipt, and subsequently the policy. In consequence of no payment having been made on the policy the company cancelled the policy, but it did not appear that the insured had ever been notified of this. In an action to recover on the policy, Rose, J., decides that no valid payment of the premium had ever been made, and that therefore the insurance never took effect.

SCARING OFF INCENDIARIES.

A New York despatch of last week says prosecutions for arson in that city this year have had the effect to very appreciably reduce the number of fires as compared with five months of 1894. The comparative statement shows:

1894.	1895.
Fires in April 329	Fires in April ... 311
Fires in May 342	Fires in May 281
Fires in June 329	Fires in June 294
Fires in July 437	Fires in July 309
Fires in August .. 301	Fires in August .. 295

This shows a striking diminution in fires. The more numerous fires of last year are supposed to show the percentage of incendiary fires, as it is assumed that the majority of the buildings burned were insured. There are 18 arson cases now awaiting trial. It is next to impossible to draw an "unfixed" jury in these cases.

—Something like a boom is said to exist in the petroleum business at Bothwell. Some new wells are to be sunk.

—The Styne Creek Consolidated Gold Gravels Co., Ltd., of Vancouver, with a capital stock of \$250,000, has been duly incorporated, the provisional trustees being Edward Mahon, R. G. Tatlow, and Cecil Smith. The particular object of the new company's formation and incorporation is to acquire the property and interests at Van Winkle bar, on the Fraser, in the Yale district, of the Van Winkle Consolidated Hydraulic Mining Co., and to merge these interests with those of the Styne Creek Gold Mining Co.

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