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**HENRY T. LAW, General Agent. Personal and
special attention given to placing loans for outside
men. Office: 16 Wellington St. East, Toronto.****DECISIONS IN COMMERCIAL LAW.**

IN RE STEPHENS AND THE TOWNSHIP OF MOORE.—A township council has power under the Consolidated Municipal Act to maintain and repair a beneficial drain originally constructed out of general funds, at the expense of the local territory benefited, by passing a by-law to that effect, without a petition therefor, according to the Court of Queen's Bench.

PEIRCE V. CANADA PERMANENT LOAN AND SAVINGS COMPANY.—After purchasing certain land under an agreement which provided that \$2,000 of the purchase money was to be secured by mortgage, subsequent to a building loan not exceeding \$12,000, the purchaser executed a building mortgage to a loan company for \$11,500, which was at once registered, but only part of the \$11,500 was then advanced. The plaintiff, who had succeeded to the rights of the vendor under the above agreement, then registered her mortgage for \$2,000 and claimed priority over subsequent advances made by the loan company under their mortgage, but without actual notice of the plaintiff's mortgage or of the terms of agreement for the sale of the land. The Court of Chancery held that the further advances were made upon a mortgage providing for such advances, and to secure which the legal estate had been conveyed, and equity as well as law protected the first mortgage so advantageously placed as against the subsequent mortgage even though registered, where notice had not as a fact been communicated to the first mortgagee respecting the subsequent instrument. The Registry Act did not apply because the company claimed interest in the lands under a prior mortgage carrying the legal estate, and the fact that advances were made on the first mortgage was not contemplated or covered by that Act.

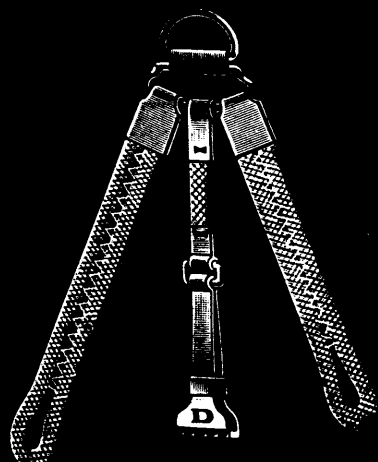
HENDERSON V. BANK OF MILTON.—The plaintiff, a clergyman, made a special deposit in the defendant's savings bank department, subject to fifteen days' notice of withdrawal, if required. He demanded his money; the defendants, however, refused to give it to him, because he had been ordered in certain litigation with them to pay certain costs, which, however, had not been taxed. The plaintiff brought his action, and the defendants paid a certain sum into court, which they contended represented the amount to the plaintiff's credit with interest. Street, J., decided that the plaintiff was entitled to judgment for the whole amount to his credit, as the defendants could not retain the money to recover costs which had not been taxed, but not being a trader, the

plaintiff could recover no damages beyond interest on his money. However, as the amount paid into court was twenty cents less than the correct amount, the plaintiff was entitled to full costs of the action. And also that as the defendants had not based their refusal to pay the money on the absence of fifteen days' notice, which they had not required, they could not set up such absence of notice as a defence to the action.

DISHER V. CLARRIS.—Where by reason of the confidential relationship existing between the plaintiff, a female, and the defendant, and the influence he was able to exert over her by his asserting a knowledge of matters which could be used to her prejudice, and which at the trial he admitted had no existence, he was enabled to procure from her an excessive amount for services performed—and which was paid by her after she had obtained an independent advice—she was by the Court of Common Pleas adjudged entitled to recover back the amount, less a reasonable sum for services performed.

MACK V. MACK.—In an action brought by the widow of a deceased partner against the executors of her husband's co-partner, claiming an account of the partnership affairs, the administration of the estate of her deceased husband, and to set aside as obtained by fraud and misrepresentation a conveyance made by her to the co-partner of all her interest in her husband's estate, the Supreme Court of Nova Scotia held that seventeen years delay in bringing the action was, under the circumstances, no bar to the sheriff's right to recover, and the Supreme Court of Canada affirmed the judgment.

SALTERIO V. CITY OF LONDON FIRE ASSURANCE CO.—A policy of insurance issued by the defendants contained a condition as follows: "If, during this assurance, any change takes place in the title to or possession of the property described in the policy, or in the event of any change affecting the interest of the assured therein, whether by sale, legal process, judicial decree or conveyance of any kind, then, and in every such case, this insurance shall be absolutely void unless the consent of the company in writing shall have been obtained and endorsed hereon?" Subsequently to the insurance a chattel mortgage was made by the insured covering the subject of insurance. The Supreme Court of Nova Scotia held that this instrument was a conveyance, and constituted a change affecting the interest of the insured within the meaning of the condition, and this judgment was affirmed by the Supreme Court of Canada.



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