such a business is a manufacturer in a legal sense. And in *Seeley* v. *Gwillim*, 40 Conn. 106, it was held that a person who carried on the business of a book-binder and making blank books was a manufacturer. In this view we concur. A person who is engaged in such a business would be appropriately denominated a manufacturer in the popular sense of that term, and he would fall within that designation in its scientific sense, for by his skill and labour he adds to the intrinsic value of the materials used, which gives them a merchantable value in the market as merchandise." See Browne's Common Words and Phrases, tit. "Manufacturer." —*Albany Law Journal.*

REPORTS.

ONTARIO.

(Reported for the Canada Law Journal.)

LIFE INSURANCE CASE.

Re Andrews.

Trustee for infants—Insurance moneys—Security—47 Vict. ch. 20.

Application upon petition for the appointment of a trustee under 47 Vict. c. 20 sec. 12, and amendment, to receive the shares of infants under a life policy. The petition set out that letters of guardianship had been issued to the petitioner, one A. S. Wilcox, by the proper Court of Dakota, U. S., and affidavits filed showing his fitness.

Held, upon satisfactory evidence being furnished that the petitioner had given substantial security on his appointment as guardian in Dakota according to the practice of that Court, that he must be considered he was a fit and proper person to be appointed trustee for the purpose of receiving the shares of the infants herein without giving further security.

[Ferguson, J., Sept. 5, 1885.

Geo. Andrews was insured by a policy in Canada Life Assurance Company. The policy was subsequently endorsed in favour of his children, two being minors. He died intestate without appointing any trustee to receive their shares. The company admitted the claim and paid the shares of the adult children, and the guardian of the children, who resided in Neche, Dakota, petitioned for the appointment of a trustee under sec. 12 of 47 Vict. c. 20.

C. L. Ferguson, for the petitioner. The infants are willing that their guardian should be appointed trustee; he has given proper security in the foreign Court and should not now be required to give security here, which it would be impossible to do. This is distinguishable from *re Thin*, 10 Prac. R. 490, where no security was given. Petitioner is entitled to his costs: 47 Vict. c. 20 sec. 15.

W. F. Burton (Hamilton), for the insurance company. The very object of the statute is to enable the company to pay and discharge the claim by paying to a trustee appointed by this Court. It appears that there is "no one competent in this Province" to receive the shares of the infants. The order should provide that payment to the trustee shall be a sufficient discharge to the company.

Ferguson, J., directed an order to issue appointing the guardian trustee on satisfactory evidence being furnished that he had given substantial security in Dakota, according to the practice of that Court, without further security being given here. This being done, it was ordered that payment to the trustee should discharge the company; costs to both parties out of the fund.

ENGLAND.

RECENT PRACTICE CASES.

Rawstone v. Preston.

Production—Shorthand notes—Transcript.

The corporation of P. having taken land of R. compulsorily, at an arbitration to ascertain the sum to be paid to R. therefor, R. claimed a right of way over other land, and such alleged right had to be considered in fixing the price. At the arbitration R. employed a shorthand writer to take notes of the evidence and arguments, and afterwards had them transcribed. Subsequently he brought an action to compel the P. corporation to remove material which they had put on the land over which he had claimed the right of way. The relevancy of the notes was admitted, but R. objected to produce the transcript, on the ground that it was privileged, as the notes were taken at R.'s expense, and in anticipation of the proceedings.

Held, that the transcript was not privileged.

[30 Chy. D. 116.

Kay, J. . . . "When the facts are stated it must be seen at once that the transcript does not come within any of the cases of privilege, the principles of which are recognized, and I therefore order the production of the transcript, but I will reserve the costs of the motion until the trial of the action."