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DECISIONS IN COMMERCIAL LAW.

FITZGERALD V. CITY OF OTTAWA.—Where
a municipality makes alterations in, and thus
adopts as part of its own drainage system, a drain
existing in territory acquired from another
municipality, according to the Court of Appeal,
it is liable for damages caused by subsequent
neglect to keep the drain in repair.

McSLOY V. SMITH.—Cattle feeding in the
owner's enclosure, or shut up in his stables,
cannot be held to be running at large within
the meaning of the usage and the law, when
they may happen to escape from such stable or
enclosure into the neighboring grounds, accord-
ing to the Court of Chancery.

**LANCEFIELD V. ANGLO-CANADIAN PUBLISH-
ING CO.**—There is nothing in section 33 of the
Canadian Copyright Act to prevent the owner
of a Canadian copyright in respect to a musi-
cal composition having the work printed abroad,
and inserting thereon the existence of such
copyright before publishing the work in Canada.
It is not expressly declared in the Act that the
continuance of the privilege of copyright de-
pends on the printing, as well as the publica-
tion of the composition in Canada. That may
be inferred from certain provisions in the Act,
and it may be that such importations as these
are not protected by the Act; but these matters
were not raised in this case, which had to do
simply with the penalty cause, s. 33, according
to the Court of Chancery.

**WYTHE V. MANUFACTURERS' ACCIDENT IN-
SURANCE COMPANY.**—In an action upon an em-
ployer's liability policy, where the defendants
agreed to pay the plaintiff all sums up to a
certain limit and full costs of suit, if any, in
respect of which the plaintiff should become
liable to his employees for injuries received
whilst in his service, subject to the condition,
amongst others, that "if any proceedings be
taken to enforce any claim, the company shall
have the absolute conduct and control of de-
fending the same throughout, in the name and
on behalf of the employer, retaining or employ-
ing their own solicitors and counsel therefor,"
held by the Court of Queen's Bench that the
plaintiff was not entitled, in the face of such a

stipulation, to claim from the defendants the
amount of a judgment obtained against him by
an employee in an action defended by the
plaintiff through his own solicitor and counsel,
and leaving the defendants to show as a defence
or by way of counterclaim that they could have
done better by defending it themselves; nor
was an offer by the plaintiff, at a time when
the action was at issue and on the peremptory
list for trial the following day, to hand over
the defence to defendant's solicitors, a sufficient
compliance with the condition.

HOGABOOM V. GRAYDON.—A sale of chattels,
consisting of household furniture in their resi-
dence, between a married woman and her hus-
band, living and continuing to live together,
without a duly registered bill of sale, is void as
against creditors; for such case there cannot
be said to be an actual and continued change
of possession open and reasonably sufficient to
afford public notice thereof, as required by the
Bills of Sale Act. The Ontario Act differs
from the English Act in this respect.

GREEN V. THE TORONTO RAILWAY COMPANY.
—A car of the defendants' electric street rail-
way was moving very quickly along a down
grade on a street in a city where the plaintiff,
who was in the employment of the city corpo-
ration, was engaged in his duty of sweeping
the roadbed. The motorman did not sound
the gong on the car, as was customary, and ran
into the defendant, injuring him. Held by the
Court of Chancery, that although the defend-
ants had the right of way, the omission to
sound the gong or give any warning of the ap-
proach of the car was actionable negligence.

INTERESTING LEGAL DECISION.

At Winnipeg, on Thursday, Justice Dubuc
delivered judgment in the following cases in
which the question of exemptions arose: Ber-
trand vs. Magnusson.—The plaintiff, S. A. D.
Bertrand, official assignee, brought this action
of ejectment to recover possession of a house
at West Selkirk; he is the assignee under an
assignment made by defendant, against whom
the action is brought. Defendant carried on
his business on the ground floor of the house
in question and lived in the upper part; he
claimed that the whole property is of less value
than \$1,500, and is therefore exempt. The
question raised was, whether the property was
exempt or not. His lordship, in delivering
judgment, held that it seemed reasonable that
as long as the building occupied by a person as
his residence and home did not, including the
land on which it is erected, exceed the value of
\$1,500 fixed by statute, such person should be
entitled to the protection afforded by the
statute, although a portion of the building,
even a substantial one, is used as an office,
shop, store or other place of business. A ver-
dict should be entered in this case for the
defendants.—Commercial.

—The number of sheep inspected for ship-
ment at Montreal, to the end of June, was 18,-
720; of meat cattle 29,830, of which 364 were
stockers for export to France. The number of
horses was 4,440, and the number of swine
128; 1,293 men were sent forward in charge of
these animals.

—Last week in Montreal there were sold at
auction a car of California fruit, consisting of
peaches, pears, plums, prunes, figs and apricots,
also two cars of tomatoes, plums and apples in
barrels and boxes, also one car of watermelons.
Also the cargo of 12,000 bunches of bananas
per steamship "City of Kingston" and 800
sacks of coconuts alongside ship.

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