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DECISIONS IN COMMERCIAL LAW.

CITY OF TORONTO V. LORSCH.-A municipal corporation has the right to have it declared, as against a private person, whether or not certain land is a public highway, and whether such person has the right to possess, occupy and obstruct the same. And in an action brought by the municipal corporation for the purpose, a declaration may be made according to the facts, and the defendant enjoined from possessing or occupying the land so as to obstruct the use of it as a public highway.

REGINA V. SOMERS.—A cab driver is not within any of the classes of persons enumerated in section 1 of the Lord's Day Act, and cannot be lawfully convicted thereunder for driving a cab on Sunday. Conviction of the defendant under the Act for unlawfully exercising the worldly business of his ordinary calling as a cab-driver on the Lord's Day, set

REGINA v. DICKOUT .- "The Reorganized Church of Jesus Christ of Latter Day Saints' is a religious denomination, and a duly ordained priest thereof is a minister authorized to solemnize the ceremony of marriage. Upon a case reserved, a conviction of such a priest for unlawfully solemnizing a marriage was quashed. It would seem that the words of the statute "church and religious denomination" should not be construed so as to confine them to Christian bodies.

Bresse v. Griffith .-- Where goods had been sold and delivered by the plaintiffs to a partnership consisting of the two defendants prior to the dissolution of the firm, the retiring partner set up, in an action for the price of the goods, that the plaintiff had agreed to discharge him and look to the remaining partner alone. The only evidence of this was the fact that the plaintiffs had rendered an account for these goods, along with others, for which the remaining partner alone was liable, to the remaining partner, and afterwards had accepted promissory notes for the amount, signed in the firm name, with the knowledge that the firm was then composed of the remaining partner only. Held, by the Court of Queen's Bench, insufficient to show an agreement such as was set up; for the facts were quite consistent with an intention on the plaintiffs' part to look to both defendants in case the notes should not be paid at maturity.

SANGSTER V. EATON .- A woman went with a child two and a half years old to the defendants' shop to buy clothing for both. While there a mirror fell on the child and injured him. The Court of Queen's Bench decided that in an action for negligence it was a question for the jury whether the mirror fell without any active interference on the child's part or not. If it fell without such interference, that in itself was evidence of negligence; but if it fell by reason of such interference, the question for the jury would be whether the defendants were guilty of negligence in having a mirror so insecurely placed that it could be overturned by a child; and if that question were answered in the affirmative, the child, having come upon the defendants' premises by their invitation and for their benefit, would not be debarred from recovering by reason of his having directly brought the injury on him-

two out of three arbitrators, it was objected that one of the two, a Queen's Counsel, was disqualified by reason of interest. It appeared that, for some years prior to the arbitration, he had, from time to time, acted as Chamber counsel for the standing solicitor of a corporation, one of the parties to the arbitration, and had advised him with respect to matters affecting the corporation. It did not appear that he was the standing counsel for the corporation, nor the solicitor in matters affecting the corporation, nor that he had advised or acted for the corporation or for the solicitor after his appointment as arbitrator, nor that there was any business connection between him and the corporation. Under the circumstances, Rose, J., held that there was no such relation between him and the corporation as might give rise to bias, or show an interest which would invalidate the award.

HAIGHT V. THE WORKMAN AND WARD MANU-FACTURING Co.-To disentitle a workman to recover under the Workman's Compensation for Injuries Act, the Court of Chancery holds he must not only have a knowledge of the danger he incurs, but a thorough comprehension or appreciation of the risk helruns.

WORTHINGTON ET AL V. PECK,-Three out of four sureties on a note obtained from the holder an extension of time by a renewal during the absence and without the consent or approval of the fourth surety, the holder retaining the original note. After payment of the renewal by the three who had obtained the extension, they brought an action against the fourth for contribution, and Ferguson, J., held that they could not recover.

MEHR v. McNaB -- Where one had leased premises and had covenanted with the lessor to keep them in repair, and his daughter, living with him at the time of the accident, was injured by the fall of a verandah attached to the building, Ferguson, J., held that the daughter had no right of action for damages on account of the accident against the lessor, nor could she be considered as standing in the position of a stranger.

HOW TO GUESS A TRAIN'S SPEED.

Superintendent Alvey, of the Baltimore and Ohio road, lives out at Takoma, and the cote-rie of commuters in the smoking car always save a seat for him in the morning, no matter how big the growd may be. Coming into church recently some one asked him how fast the train was running. He pulled out his watch, and, after quickly glancing at it, peered intently out of the window. In a little while "This train is going between thirty-one and thirty-two miles an hour."

There was a chorus of queries as to how he had determined it, because his manner left no doubt in the mind of any one that he was en-

"It is very easy to find out the speed when you are travelling on a double-tracked road," he replied. "If you are curious about it herehe replied. "If you are curious about it hereafter just look at the inside of the outer rail on the opposite track for a minute or two until you find that you can distinguish where one rail joins the other. Then count the joints, and as many rails as you pass in twenty-one seconds is the number of miles your train is travelling an hour. Try it yourselves and figure it out, and you will find out I'm right."—Washington Post.

-The directors of the Provincial Hail Inhis having directly brought the injury on himself.

RE CHBISTIE AND TOWN OF TORONTO JUNCTION.—Upon a motion to set aside an award of