DECISIONS IN COMMERCIAL LAW.

REGINA v. POTTER.—*Held*, per Court of Appeal for Ontario, that under section 112 of the Liquor License Act, R.S.O., c. 194, the licensed hotelkeeper is personally responsible for the refusal of his servant to admit an officer claiming the right of search under section 130.

IN RE OLIVER AND THE CITY OF OTTAWA.—A municipal corporation has no power, without a by law assented to by the electors, to enter into contracts involving expenditure not payable out of the ordinary rates of the current financial year, and resolutions for the execution of contracts for the building of a bridge, payment for which was to be made partly in the current financial year and partly in the next, were quashed as being a contravention of the Municipal Act.

POLL v. HEWITT.—In an action by a servant against a master to recover damages for injuries sustained by the plaintiff owing to an accident which occurred by reason of a defect in the machine which he was working, it appeared that the plaintiff knew of the defect, and of the likelihood of an accident, and that he worked and continued to work the machine without help from any other person, and without any complaint. *Held* by the Court of Queen's Bench that the plaintff was *volens* and could not recover at common law.

JOHNSTON v. BURNS.—When the purchaser from an assignee for creditors, of the book debts of an insolvent debtor, sued one of the insolvent debtors, and the said debtor claimed a set-off of monies alleged to be due to him by the insolvent; and it appeared that the claim of the debtor had become barred under the Act respecting assignments by insolvents, because on being served by the assignee with a notice contesting his claim, he did not bring action within thirty days to contest it, thereby according to the statute forever barring it, the Court of Chancery decides that, notwithstanding, this debt did not prevent the debtor from setting up his claim by way of set-off to the purchasers' claim in this action.

FRANK v. SUN LIFE ASSURANCE CO.—The assured gave to the company to cover the first annual premium payable under a policy of assurance, containing no condition as to forfeiture for non-payment of premiums, two instruments in the form of promissory notes payable at 90 days and 180 days from the date of the policy, each containing a provision that if payment were not made at maturity the policy should be void. The first note was not paid at maturity, and while it was unpaid and before maturity of the second note the assured died. *Held* by the Court of Appeal that without any election or declaration of forfeiture on the part of the company, the contract came to an end upon non-payment of the first note and was not kept alive by the currency of the other note.

THE RIGHTS OF TRANSFEREES OF STOCKS.—The decision of the Supreme Court in the case of Duggan v. The London & Canadian Loan and Agency Company, imposed upon the lender or transferee of stocks the duty of ascertaining that the borrower or seller had a good title. But this necessity the Judicial Committee of the Privy Council says does not exist. The facts of the case were that Duggan transferred to brokers as security for a loan certain shares in a joint stock company, the transfer expressing on its face that it was in trust. The brokers pledged these shares, with other stock, to a bank as security for advances, and from time to time transferred them to other financial companies, each transfer on its face purporting to be in trust. Eventually, the Federal Bank being the holders, assigned Duggan's shares, and others pledged by the brokers, by a transfer signed "B., manager in trust," to T., the manager of the London & Canadian Loan and Agency Company, who accepted the transfer "in trust." Duggan brought an action to redeem them on payment of the amount of the loan to him from the brokers, but the Privy Council decides that the London & Canadian Loan and Agency Company were entitled to hold the stocks as security for the full amount advanced by them to the brokers, and that the words "in trust" in the transfers meant that the various transferees were holding the shares in trust for their respective institutions.

LEPLA v. ROGERS.—The principal question in this action was as to the proper measure of damages for breach of a covenant in a lease not to assign or sublet without license. The covenant in question provided that the lessee should not assign or sublet without the consent of the lessor, but such consent was not to be capriciously or unreasonably withheld to a responsible assignee or sub-tenant. The lessee, in breach of his covenant, let the premises to a person who intended, as he knew, to use them, and did, in fact, use them as a turpentine distillery; while in the occupation of this tenant, the premises caught fire and were destroyed. The original lessor claimed the value of the buildings so destroyed, and Hawkins, J., *held* that that was the proper measure of damages, as the fire was the natural result of the breach of covenant—the business of the sub-lessee being of an unusually hazardous and dangerous character.

THE LATE TORONTO STREET RAILWAY COMPANY'S FRANCHISE.—The Judicial Committee of the Privy Council has affirmed the judgments of Robertson, J., and the Court of Appeal, which found that under the statutes and agreements affecting the late Toronto Street Railway Company, the possibility of exercising the franchise beyond the period of 30 years therein mentioned, if the city should not take over the railway, is not "property" the value of which could be taken into consideration by the arbitrators in arriving at the amount payable by the city on assuming the ownership of the railway. Nor was the company entitled to any allowance for permanent pavements constructed by the city under an agreement by which the company, in lieu of constructing and maintaining such pavements, as provided by former agreements, paid the city an annual allowance for the use thereof. The company's rights in respect of the extension of railway made from time to time come to an end at the expiration of the thirty years mentioned in the original agreement.