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bers, 15 Toronto street, Toronto.**DECISIONS IN COMMERCIAL LAW.****MORGAN V. DANIELS.**—Decided by the Su-
preme Court of the United States that the
decision of the patent office between contesting
parties as to priority of invention, is controlling
in a subsequent suit between the same parties,
on the same question, unless the contrary is
established by testimony which carries thorough
conviction.**ROBINSON V. CHAPMAN.**—The Supreme Court
of the United States has held that if an agent
effects a sale to himself, under cover of the
name of another person, he becomes, in respect
to the property, a trustee for the principal, and,
at the election of the latter, reasonably made,
will be compelled to surrender it, or if he has
disposed of it to a *bona fide* purchaser, to ac-
count not only for its real value, but for any
profit realized by him on such re-sale. An
agent will not be permitted to become the pur-
chaser, without the knowledge or consent of
his principal, of property committed to him for
sale. Where an agent to sell, sells to a pur-
chaser, without any understanding or expecta-
tion of the agent that he is to become interested
in the purchase with the purchaser or is to
take his place in the purchase, he is at liberty
afterwards to buy the property of such pur-
chaser.**STEAMSHIP "MARTELLO" V. WILLEY.**—In
this case it was decided that the speed of a
steamship of six miles an hour in a dense fog is
excessive, while she is emerging from the
harbor of New York in a neighborhood where
she is likely to meet vessels from many points
of the compass. It is the duty of a steamship
hearing the steam whistle of another vessel in
close proximity, in a dense fog, but unable to
ascertain her course and position, to stop and
reverse her engines so as to reduce her speed to the
lowest point consistent with good steerage way.
A ship is presumed to be in fault for collision
with another ship in a fog by reason of her not
having a mechanical fog horn, as required by
the revised international regulations. The pre-
sumption attends every fault connected with
the management of a vessel, and every omis-
sion to comply with a statutory requirement, or
with any regulation deemed essential to good
seamanship, that such fault or omission contrib-
uted to the collision. Where a ship has failed to
comply with a statutory requirement as to her
management, in a collision with another vessel,
the burden rests upon her of showing that such
fault did not and could not have contributed to
the collision.**BRADLEY FERTILIZER COMPANY V. THE "ED-
WIN I. MORRISON."**—Held that where by the
charter party it is agreed on the part of the ves-
sel that she shall be tight, staunch, strong, and
in every way fitted for the voyage, the charterer
is bound to see that his vessel is seaworthy and
suitable for the service for which she is to be
employed, while no obligation to look after the
matter rests upon the owner of the cargo; if
there be a defect, although latent and unknown
to the charterer, he is not excused. Where
perils of the sea are excepted by the charter
party, the burden of proof is on the owner to
show that the vessel was in good condition, and
suitable for the voyage at its inception, and the
exception does not exonerate him from liability
or loss or damage from one of those perils to
which his negligence, or that of his servants,
contributed.An interesting decision is that of the Court
of Appeal of New York in the case of Murphyv. Jack, in which it was held that since it was
possible to recognize a person's voice at the
other end of a telephone, an affidavit based upon
such a conversation is admissible and is suffi-
cient to justify the court in acting upon such
an affidavit, if it is made to appear that the de-
ponent was acquainted with the person at the
other end of the telephone and recognized his
voice, or if it appeared in some satisfactory way
that he knew it was that person that was speak-
ing to him.**IN SUTHERLAND V. WEBSTER,** the Court of Ap-
peal of Ontario recently held that a covenant
by an incoming partner to indemnify and save
harmless a retiring partner against the liabili-
ties, contracts and agreements of the firm, can-
not, after breach of agreement to sell goods, but
before action or ascertainment of the damages,
be assigned to the damaged purchaser so as to
enable him to recover the damages by direct
action against the covenantor.**WEALLEN V. CANADA SOUTHERN RAILWAY**
Co.—Held in this case by the Ontario Court of
Appeal that a railway company incorporated
under the laws of this Province cannot, without
legislative sanction, confer upon a foreign rail-
way company the immunities and privileges
which it possesses, and the railway company in
running engines over the line of railway in this
Province is subject to the common law liability
against a person using a dangerous and fire-
emitting machine, and is liable for damages
without proof of negligence.**IN GREENE V. CASTLEMAN,** it was held by the
Queen's Bench Division that where a chattel
mortgage was made in favor of an incorporated
trading company, and the affidavit of *bona*
fides was made by the secretary-treasurer, who
was also a shareholder in the company, and
had an important share in the management of
its affairs, there being, however, a president
and vice-president, the affidavit was to be re-
garded not as made by one of the mortgagees,
but as by an agent, and as no written authority
to him was registered as required by R. S. O.,
c. 125, sec. 1, the mortgage was invalid as
against creditors.**THE QUEBEC REGISTRARS.**The annual meeting of the registrars of the
Province of Quebec was held on Tuesday last
in Montreal, and is described as the best at-
tended since the formation of the association.
Over fifty registrars from different counties of
the province were present. Many legal ques-
tions relating to the registration laws were sub-
mitted and discussed, most of them being of
the highest public interest. It appears from
the discussion that the registrars attached a
great importance to the uniform appliance
of their tariff, so as to give satisfaction to the
public. The elections which followed resulted
in the choice of the following officers: A. Pois-
son, registrar for Arthabaska, president; W.
H. Lambly, registrar for Megantic, vice-presi-
dent; J. C. Augur, registrar for Montreal East,
secretary; L. N. Carrier, registrar for Levis,
treasurer; Joseph Stevens, registrar for Sou-
langes, manager; H. Taschereau Fortier, regis-
trar for Beauce, and H. Q. de St. George, regis-
trar for Portneuf, auditors.—Dobson—There goes Jones, the expert ac-
countant. They say he's going crazy.

Jobson—What's the trouble?

Dobson—He's been trying to straighten out
his wife's household accounts.**THE**
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