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DECISIONS IN COMMERCIAL LAW.

FRASER V. RYAN.—Where a contract for the sale of property is rescinded by the vendor for default of payment of the purchase money, he cannot afterwards, according to the Court of Appeal, recover from the purchaser the amount of a promissory note given by the latter before the default, in part payment. And it seems that moneys paid by the purchaser after rescission cannot be recovered back by him.

HALL V. STISTED SCHOOL TRUSTEES.—The custodian of a child under a "boarding-out agreement," to clothe, maintain and educate him, is not his guardian within the meaning of the Public School Act of 1891, and the trustees of the school section within which the custodian resides need not provide school accommodation for the child, according to the Court of Appeal.

IN re CENTRAL BANK OF CANADA; HOGABOOM'S CASE.—Where the liquidators of an insolvent bank have passed their final accounts, and have paid into court the balance in their hands, and that balance is by inadvertence paid out of court to a person not entitled to it, the Receiver-General has such an interest in the fund that he may, even before three years from the time of payment in have expired, apply to the court for an order for repayment into court of the fund. The court has also inherent jurisdiction to compel the repayment into court of money improperly obtained out of court.

CLARRY V. G.T.R.—Judgment of the Chancery Divisional Court on motion by plaintiff to set aside nonsuit entered by Morgan Junior J., in an action by the County Court of York, and to enter judgment for plaintiff, or for a new trial. The action was by a passenger upon defendants' railway for damages for refusal to carry plaintiff for the entire journey, pursuant to contract. Plaintiff bought a ticket from Harrisburg to Stratford, via Galt and Berlin, and the difficulty arose when he changed at Galt, owing to the defendants not being willing to carry plaintiff free in an omnibus from one station to another. This is what plaintiff complained of. Defendants contended they had no power to carry otherwise than by train, and that the damages claimed were too remote. Held, that the contract of the railway company was to carry the plaintiff by continuous journey from Harrisburg to Stratford, via Galt and Berlin. There was a break in the line of the company at Galt, where the river had to be crossed, the distance between the stations being three-quarters of a mile. The company advertised that there was an omnibus transfer at Galt. The import of the whole appears to be that the passenger was to be carried the whole distance; he was not to be called on to walk the three-fourths of a mile, and it was the business of the company to see that he was conveyed over this distance free of expense. The omnibus fare was ten cents, and it would have been reasonable for the passenger to have paid this and made his connection. The damages should, therefore, be only ten cents. Order made setting aside nonsuit, with costs, and directing judgment to be entered by plaintiff for ten cents, with costs appropriate to this branch of the action.

—The Amsterdam Sentinel tells of the cruel hoax a local tradesman played on his patrons: "Several of the devotees of the silent steed were invited to inspect the latest chainless safety by Mr. Davis. They of course accepted the invitation, and upon being ushered into a rear room they were greeted with a hearty laugh as they were shown a common safety pin."

DAVID A. PENDER,

(Late of Foster & Pender)

Accountant, Auditor, Assignee,
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