DECISIONS IN COMMERCIAL LAW.

SMITH v. FORT WILLIAM SCHOOL BOARD.—Held by Street, J., that the board of school trustees of a city, town or incorporated village have no power or authority to enter into any contract for the building of a school house until the necessary funds have been provided, under the Public Schools Act; and that if a certain sum has been provided under that Act for the purpose of building a school house, they cannot be allowed to enter into any contract or undertake any work involving the expenditure of a greater sum; and therefore the plaintiff, a freeholder, ratepayer and elector of the town of Fort William and a supporter of the public schools therein, suing on behalf of himself and all other ratepayers, was entitled to an injunction to restrain the school board of that town, certain individual members of the board, and the contractors for the building of the school house, from proceeding with the erection thereof in a case where the contract price exceeded the amount provided under the Act, and to an order compelling the re-payment to the school corporation of certain sums paid by individual members of the school board to the contractors for a certain portion of the work already performed.

GRAHAM v. CANADAIGUA LODGE OF INDEPENDENT ORDER OF ODDFELLOWS OF NEW YORK.—The law of a foreign state where a testator has his domicile must generally govern, even when his will was made and his property situate in this province, and in the absence of evidence as to what that law is, it must be taken to be the same as this province. The parties setting up the law of a foreign state to invalidate certain bequests in a will, on the ground of the incapacity of the legatees to take, must prove that law, and that the legatees come within that scope. The construction of a will is a question to be dealt with according to the law of the domicile of the testator. Where there was a devise to "the C. O. Lodge 236, State of New York," a body not incorporated in that State and not qualified to take and hold property, Meredith, J., held it to be a valid bequest to the members of that association.

REGINA v. LA FORCE.—The pneumatic tire as applied to bicycles came into use in 1890. It consisted of an inflatable rubber tube with an outer covering or sheath which was cemented to the under surface of the U-shaped rim similar to that which had been used for the solid and cushion rubber tires which preceded it. This tube was liable, in use, to be punctured, and as the sheath was cemented to the rim of the wheel, it was not readily removable for the purpose of being repaired. La Force's invention met that difficulty by providing for the use of a rim with the edges turned inward so as to form on each side a lip or flange, and of an outer covering or sheath, to the edges of which were attached strips made of rubber or other suitable material, which fitted under such lips or flanges, and filled up the recess between them. When the rubber tube is not inflated, this tire may readily be attached to or removed from the rim of the wheel, but when inflated the covering or sheath is expanded and the outer edges of the strips attached thereto are forced under the flanges of the rim, and the whole securely held in position by the pressure of the inflated tube upon such strips. The defendant's assignor hit upon this idea on April, 1891, and, in company with his brother, made a section of a rim and tire on this principle in May following. On the 3rd of August in the same year, he applied for a patent therefor in Canada, and on the 2nd of December following obtained it. In March, 1891, Jeffrey, at Chicago, in the United States, conceived substantially the same device, and confidentially communicated the nature thereof to his partner and patent solicitor. On the 27th of July he applied for a United States patent, and on the 12th January, 1892, such patent was granted to him. On the 5th February, 1892, he applied for a Canadian patent, which was granted to him on June 1st of same year. When, in May, 1891, La Force's conception of the invention was well defined, there had been no use of the invention anywhere and the public had not anywhere any knowledge or means of knowlege thereof. Held by the Exchequer Court of Canada that the fact that prior to the invention by an independent Canadian inventor, to whom a patent therefor was subsequently granted in Canada, a foreign inventor had conceived the same thing, but had not used it or in any way disclosed it to the public, was not sufficient under the patent laws of Canada to defeat the Canadian patent.

IN RE HESS MANUFACTURING COMPANY, SLOAN'S CASE.—To make an alleged promoter of a company liable for the amount of paid-up shares allotted to him in consideration of the transfer by him to the company of property standing in his name, the Court of Appeal holds it must be shown that, at the time of its acquisition by him, he stood in such a relation to the intended company that he could not claim to have bought the property for himself, and that therefore there was no consideration for the allotment; and the court having on the evidence come to the conclusion that this was not shown, refused to put Sloan on the list of contributories.

BELLAMY v. BADGEROW.—A voluntary deed will not be reformed against the grantor. And where the defendant's husband, having appropriated moneys of a client in his hands for investment, secretly executed in the client's favor, a statutory mortgage not containing a bar of dower, the defendant being a party to and executing the mortgage, and subsequently, after his death, paying, with knowledge of the facts, an instalment of interest due under it, an action to reform the mortgage by inserting a proper bar of dower was dismissed by the Court of Queen's Bench, there being no consideration to support a contract by the defendant with the plaintiff to bar her dower.

BRISTOL AND WEST OF ENGLAND LAND, MORTGAGE AND INVESTMENT CO. v. TAYLOR.—A new agreement between debtor and creditor, extending the time for payment of the debt and increasing the rate of interest, without the consent of the surety, is a material alteration of the original contract and releases the surety. And whatever effect a provision in such agreement reserving the rights of the creditor against the surety may have on the extension of time, it is idle as regards the stipulation for an increased rate of interest, according to the Court of Queen's Bench.

—An early closing bill is before the Manitoba Legislature. It provides that any municipal council may, by by-law, require that, during the whole or any part of the year, all or any shops within the municipality shall be closed, and remain closed on any day of the week, during any time between seven p.m. of any day and five p.m. of the next day.