LEGAL NOTES.

[This department will appear in the third issue of every month. Should there be any particular case you wish reported we would be pleased to give it special attention, providing it is a case that will be of special interest to engineers or contractors.—Ed.]

NAVIGABLE STREAM—OWNERSHIP OF RIVER BED—RIGHT TO FLOAT LOGS.

Canadian Electric Light Company vs. N. P. Tanguay.—The plaintiffs were owners of certain lots on both banks of the River Chaudiere, in Quebec, and had erected dams and other works for generation of power when the defendant Tanguay, who owned timber limits further up stream undertook to erect piers and wharves within that area for the purpose of his lumbering operations. These piers and wharves interfered with the plant of the Electric Light Company and with the working of same, and they brought action to restrain defendant and **for removal of the wharves.**

The case turned materially on the point as to where the river was at that point "navigable." If the stream is navigable then the plaintiffs could not monopolize the river bed but same was free for use of the public, the right of navigation could not be interfered with, and defendant was acting properly in constructing piers and wharves.

The courts have held that the tests of navigability is the possibility of use for **transport in some practical and profitable manner.**

Now at the point in question the Chaudiere is neither wide nor deep, it is not passable for vessels or rafts but for loose logs only, and while some use can be made of the stream for floating loose timbers down stream it is quite impracticable to ascend. The court holds that this is not a navigable stream, consequently the soil adjoining their lots is vested in the plaintiffs who can maintain an action for interference with same. They were within their rights in building dams for water power, and by so doing had taken a very practical possession of the river bed. The defendants must not interfere with the said works and must remove their wharves and piers. 40 Can. S.C.R., 43.

This is French law as administered in Quebec, but on this point practically the same as under English law in the remainder of Canada, and so laid down in the recent Ontario decision of Keewatin vs. Kenora.

Township of Grenville vs. Ward.—The river Range in the Province of Quebec was flowable for logs but not navigable, and was used by the defendant and other lumbermen to bring down saw-logs which were then penned in booms at the mouth of the river. Near the mouth of the river was a railway bridge and also an ordinary traffic bridge, erected by the township. The defendant in driving logs neglected to take any extra precaution at this point with the result that the logs jammed upon the buttresses and did very considerable damage. Now there is no question as to the right of the township to bridge the stream nor yet as to the right of lumbermen to float logs but query as to who must make good the damage.

Held that the right of lumbermen to float timber is not a paramount right but an easement which must be exercised with such care and skill as to prevent injury or interference with the contemporaneous rights of riparian owners and public corporations who are entitled to bridge or otherwise make use of such watercourses. The defendant has a right in the watercourse, but he must not enjoy his right in such manner as will interfere with others who have concurrent rights. Judgment for plaintiff. 32 Can. S.C.R., 510.

SEIZURE OF A SHIP—"LAST VOYAGE."

Inverness Coal Company vs. Elder, Dempster & Company.—Under the law as in force in Quebec a vessel is liable to attachment for supplies furnished her for her "last voyage." The plaintiffs leased to one P. for six months a ship lying at the port of Liverpool, the same to ply between Rotterdam and Canada. The ship came to Montreal with her first cargo, unloaded and reloaded: she then purchased coal from the plaintiffs agent in Montreal; the coal, of course, being supplied to the order of the lessees of the vessel and without any knowledge or consent of the owners. She then sailed to Amsterdam, and about one month later reached Montreal a second time. At this stage the lessees became insolvent and the plaintiffs arrested the ship, claiming a lien for coal supplied on her "last voyage" and still unpaid. Held that the voyage out from Montreal and that returning from Rotterdam did not constitute one voyage, but were separate and complete voyages, and that consequently under the code of Quebec as worded there was no privilege against the ship for the supply of coal furnished for her voyage to Rotterdam: also that the ship was not liable for personal debts of the lessees and could not be seized for same. 40 Can. S.C.R., 45.

CONFIDENTIAL RELATIONSHIP—SECRET PROFIT.

Fleming vs. Hutchinson.—The defendant was a real estate broker in the city of Vancouver, B.C., and as such had a great many lots listed for sale at various prices. The plaintiff applied to him for information, and as a result of the conference agreed to take two lots at prices quoted. The list price of one lot was $220 per acre: this the defendant purchased at $180 per acre but received the full price from plaintiff and retained the balance. The second lot could not be bought cheaper than listed: thereupon the defendant told plaintiff the price asked was higher: he thus induced the plaintiff to hand him over a somewhat higher sum while he paid only the list price and retained the difference, unknown to the purchaser.

On discovering the deception practiced the plaintiff brought action for the balance retained by the agent and the latter claimed in defence that as it had been agreed he should not charge the purchaser any commission he was merely a broker and could buy in and sell at a higher price to any purchaser he could find.

The court held that the relationship of principal and agent existed: such being the case it was the duty of the agent to buy as cheaply as possible for his master and turn the properties over to him at that price. It is repugnant to the principles of English law that an agent should make any profit unknown to his master; for thus his duty and his personal interests come into conflict: he must be content with the pay agreed upon and will not be allowed to supplement the same by any secret profit. Held therefore that the agent must refund the sums he had retained and held further that as he had not stipulated for any commission but had agreed that no commission should be charged to the purchaser: therefore he has no claim for commission against his principal, the plaintiff. 40 Can. S.C.R., 134.

ELECTRIC LIGHT WIRES ON HIGHWAY—NEGLIGENCE.

Closter et al vs. Toronto Electric Light Company.—Several years prior to this action a land corporation were the owners of a tract of land in the Rosedale district of the Township of York, and separated from the city of Toronto