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DECISIONS IN COMMERCIAL LAW.

REGINA V. McCAY.—It is an offence under the Liquor License Act and amendments thereto, according to the Court of Common Pleas, for a chemist or druggist to allow intoxicating liquor sold by him or in his possession to be consumed within his shop by the purchaser thereof, and it is not essential that he should be registered, and a conviction therefor was sustained.

ROGERS V. HAMILTON COTTON CO.—In the defendants' dye-house over the tanks containing the dye, there was certain machinery consisting of a series of rollers for wringing the dye out of the warp as it came from the tanks having cog-wheels at the ends thereof, where they connected with the frame of the machine. There were spaces between the tanks where planks were placed for workmen to pass along, and which were always in a slippery condition. The plaintiff, a workman employed by the defendants, while returning along one of the planks from the discharge of his duty in disengaging the warp, slipped, and by reason, as was found by the jury, of the defendants' negligence in not guarding the wheels, in trying to save himself caught his hand therein and was injured. It was also found that the plaintiff knew of the non-guarding but did not consider it a defect. Held by the Court of Common Pleas that the cog-wheels constituted, part of the machinery, and being dangerous, should have been guarded under the Factories Act, and that the non-guarding constituted a "defect in the condition of the machinery" under the Workmen's Compensation for Injuries Act, and therefore the defendants were liable for the injuries sustained by the plaintiff.

DOLL V. CONBOY.—Interpleader issue with regard to goods seized by the sheriff under a writ of execution at the suit of the plaintiff against James Conboy. The goods seized were claimed by Mary Jane Conboy, wife of James Conboy, and Ellis & Co., and the executors of Eaves, two of the execution creditors of Mrs. Conboy. In 1890 the stock in trade of James Conboy was seized by the sheriff, under an

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execution issued upon a judgment obtained by Doll against James Conboy. The goods were sold and James Conboy ceased carrying on business. The amount realized was not sufficient to satisfy the judgment, and the present execution was an *alias* writ upon the same judgment. In March, 1891, the wife opened a jewellery shop in her own name and bought goods from different wholesale dealers, but principally Ellis and Eaves, the two execution creditors, who were claimants with her in the issue. The travellers for these firms stated that the goods were sold to the wife upon her credit, and that they would not have sold any goods to the husband. The invoices, drafts and correspondence were all in her name, and she rented the shop and paid the rent. The husband was employed in the shop attending to the correspondence and the financial part of the business under a power of attorney from the wife; he did most of the repairing, and assisted in selling and buying, but the wife was in the shop most of the time selling and doing some of the repairing, having had sixteen years' experience in the business. The question was whether the goods in the shop at the time of the seizure should be held to have been the property of the husband and liable for his debts, or whether they were the separate property of his wife? Held by Dubuc, J. (Manitoba), that a verdict should be entered in favor of the defendants. The vendors sold the goods to the wife upon her credit and not to the husband, as it was shown that they were not disposed to give him any credit.

IN RE WASHINGTON.—Upon an appeal to the Court of Queen's Bench by a registered medical practitioner under the Act respecting the profession of medicine and surgery, from an order of the council of the College of Physicians and Surgeons of Ontario, directing that the name of the appellant should be erased from the register, it appeared that the appellant had advertised extensively in newspapers and hand bills setting forth and lauding in extravagant language his qualifications for treating catarrh, showing that the disease led to consumption, stating the symptoms of it and giving testimonials from persons said to

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have been cured by him. Held that mere advertising was not in itself disgraceful conduct in a professional respect, but that the advertisements published by the appellant were studied efforts to impose upon the credulity of the public for gain and were disgraceful in a professional respect within the meaning of the Act. It appeared also that the appellant had represented to two persons who were in fact in the last stages of consumption that they were suffering from catarrhal bronchitis, that he had the power to cure them, and had taken money from them upon the strength of such representations. Held that this was conduct disgraceful to the common judgment of mankind and much more so in a professional respect. Held, however, that publishing broadcast the symptoms of the disease known as catarrh was not in itself disgraceful conduct in a professional respect.

IN RE SPEAR AND WOODS.—The words used in the Mechanics' Lien Act, "the price to be paid to the contractor," and other like expressions in the same section, all mean the original contract price, and not that part of the contract price to the extent of which the contractor has done work or supplied materials. And where the owner has in good faith and without notice of any lien, paid the contractor the full value of the work done and materials furnished, and the value thereof does not exceed eighty-seven and a half per cent. of the contract price, and the contractor has abandoned his contract and no money is payable to him in respect thereof, no lien can exist or be enforced against the owner in favor of any one. Wage-earners are not entitled to twelve and one-half per cent. of the contract price if it never becomes payable by the owner to the contractor; giving priority to the lien of the wage-earners is not equivalent to enact that the owner shall pay the percentage whether the contract price ever becomes payable or not. Persons who have registered liens, but have taken no proceedings to realize them, cannot have the benefit of proceedings taken by other persons to enforce liens against the same lands where the liens of such other persons are declared not to be enforceable. Judgment of Court of Queen's Bench.