CHANCERY.

L.J. MORRIS v. MORRIS. *Dec.* 16

Tenant for life—Equitable waste—Pulling down Mansion-house.

A tenant for life of settled estates (without impeachment of waste), pulled down the mansion-house and rebuilt it on another part of the property, using the old materials for that purpose. The settlement contained powers of leasing, and sale, and exchange, which extended over the whole estate.

Held, that under the circumstances the tenant for life was not chargeable with equitable waste.

Semble, it would have been otherwise if the materials of the old mansion-house had been sold and the money appropriated by the tenant for life.

V.C.K. HOWARD v. ROBINSON. *Jan.* 17.

Production of documents—Mortgagee—Notice of fraud—Application of mortgage money.

A plaintiff has a right to inspection of any document in the defendant's possession which will assist him (the plaintiff), and a mortgagor has the same right although ordinarily speaking the mortgagee is not compellable to produce his deed except upon payment of principal, interest and costs.

When, by the ordinary rule, a plaintiff has no right to the production of a deed or reference to that deed in the answer, "for greater certainty," does not entitle him to such production; but when the defendant sets up this deed and refers to it, the plaintiff has such right if it will assist his case.

A mortgagee who advances money to a trustee to pay debts and general and not specific legacies, is not bound to see to its application unless he knows of a fraud by the trustee.

When a plaintiff (not mortgagor), charges a mortgagee with knowledge of a fraudulent purpose to which the money advanced by him was applied and the mortgagee denies that, but admits possession of the mortgage deed, and craves leave to refer to it, the plaintiff is not entitled to the production of that deed. A prior mortgagee has no right to see the deed of a subsequent mortgagee.

V.C.K. ARCHER v. HALL. *Jan.* 25.

Agreement by parol—Statute of Frauds—Set off—Mortgagee.

A and B enter into a contract in writing to sell and purchase certain lands, for a sum and subject to conditions specified, and to the same conditions under which the same were offered for sale by auction. The purchaser then set up a parol understanding whereby a sum secured by a bond given by the vendor to him, was agreed to be set off against the purchase money.

Held, that such parol agreement was valid, and that the conditions of sale referred to in the written agreement might be proved in chambers.

V.C.K. COLLINS COMPANY v. WALKER. *Jan.* 26.

Trade mark—Injunction—Costs.

When A is ordered by B to manufacture an article and stamp it with a trade-mark, not B's, that alone leads to suspicion but B having caused the article to be manufactured, and admitting having casually heard of the party entitled to use such trade-mark, must submit to a perpetual injunction and pay the costs.

V. C. W. ADAMS v. SCOTT. *Jan.* 22.

Mortgagor and mortgagee—Power of sale—Redemption suit—Undervalue.

In the absence of any allegation that a power of sale in a mortgage deed has been improperly or collusively exercised by the mortgagee, the averments that the property was sold at great undervalue and ought to have been sold in lots, that the mortgagee while in possession had by a mismanagement of the property, rendered himself liable to an account for wilful default and that the sale had been made pending a suit by the mortgagor to redeem, which suit was duly registered as *lis pendens*, raise no equity to support a bill to set the sale aside and enable the mortgagor to redeem.

L.C. ESPIN v. PEMBERTON. *Jan.* 27, 29,

Equitable mortgage—Solicitor and client—Title deeds—Negligence—Notice.

When a mortgagor is a solicitor, and himself prepares the mortgage deed no other solicitor being employed in the transaction, he is not to be considered as the solicitor of the mortgagee for the purpose of affecting the latter with notice, unless he consents that the mortgagor should act as his solicitor in the transaction.

When *bona fide* enquiry for the title deeds is made by a mortgagee and a reasonable excuse is given for their non-production, the mortgagee, is not affected with notice of what he might have learned on further enquiry.

V. C. K. KINGSFORD v. SWINFORD. *Jan.* 31st

Injunction—Equitable plea—Common Law Procedure Act.

Where an action is brought for breach of covenant and the defendant at law has only an equitable defence he is not compellable under the C. L. P. Acts, to make that defence the subject of equitable plea.

When an arrangement between debtor and creditor amounts to an actual bankruptcy that may be pleaded as if the debtor were actually bankrupt, but on bill filed to restrain an action for damages for breach of covenant in a deed prior to such arrangement, the Court will not compel the defendant to plead an equitable plea, but will grant an injunction on the terms of the defendant, giving a judgment applicable to the case of an action for damages.

M.R. GEORGE v. WHITMORE. *Jan.* 31.

Chancery Amendment Act 1858—*Jury trial.*

A jury will not in general be directed except at such a stage of the suit, and under such circumstances that an issue might have been directed under the old practice.

APPOINTMENTS TO OFFICE, &c.

COUNTY ATTORNEY.

ALEXANDER D. McLEAN, of Chatham, Esquire, Barrister-at-Law, to be County Attorney for the County of Kent, in the room and stead of George Duck, Junior, Esquire, deceased.—(Gazetted, 4th June, 1859.)

CLERK OF THE PEACE.

ALEXANDER D. McLEAN, of Chatham, Esquire, Barrister-at-Law, to be Clerk of the Peace for the County of Kent, in the room and stead of George Duck, Junior, Esquire, deceased.—(Gazetted, 4th June, 1859.)

CORONERS.

ISAAC JONES HAWKS, Esquire, M.D, Associate Coroner, United Counties of Huron and Bruce.

HENRY SHOEBOTTOM, Esquire, M.D., Associate Coroner, County of Lambton.—Gazetted, June 18th, 1859.)

NOTARIES PUBLIC.

JOHN HOLDEN, the younger, of Goderich, Esquire, to be a Notary Public in Upper Canada.

CHARLES GEORGE MORGAN, of the City of Toronto, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.

THOMAS G. MATHESON, of the City of Toronto, Esquire, Barrister-at-Law, to be a Notary Public in Upper Canada.—(Gazetted, June 11th, 1859.)

JOHN WILLIAM HENRY WILSON, of Bradford, Esquire, to be a Notary Public in Upper Canada.

RICHARD WILLIAM ERRETT, of Mullross, Esquire, to be a Notary Public in Upper Canada.

ALLAN SMITH FISHER, of Clinton, Esquire, to be a Notary Public in Upper Canada

GEORGE A WALKEM, of the City of Toronto, Esquire, to be a Notary Public in Upper Canada.—(Gazetted, June 18th, 1859.)

REGISTRAR.

NATHANIEL HAMMOND, Esquire, to be Registrar of the County of Bruce.—(Gazetted, June 18th, 1859.)

TO CORRESPONDENTS.

JOHN HOGATE—JOHN C. KERR.—Under "Division Courts."

A LAW STUDENT—A SUFFERER.—Under "General Correspondence.

"A READER."—We do not answer or insert any communication which comes to us unaccompanied by the writer's name.