

Q. B. Div.]

NOTES OF CASES.

[Q. B. Div.]

Held, that under the terms of the contract, the suppliant was entitled to have the removal of all the rails landed in Montreal during the season of 1875, and the Government having had five thousand tons of these rails removed by another party, were answerable in damages for the breach of contract.

Held, also, that the representations made by Morin, as agent of the Crown, as to the probable quantity to be landed were unauthorized, and having been made previous to the written contract, could not be said to form part of said contract.

Hall and Ferguson, for suppliant.

Hogg, for the Crown.

QUEEN'S BENCH DIVISION.

IN BANCO, MARCH 9.

REGINA V. CHUTE.

Indecent assault—Subsequent conduct—Evidence.

Evidence of subsequent conduct of a prisoner on trial for indecent assault was held admissible, as shewing the character of the assault, and as, in fact, part of the same offence with which the accused stood charged.

Irving, Q.C., for the Crown.

No one appeared for the prisoner.

GANANOQUE V. STIMDEN.

Principal and surety—Discharge of surety.

The contract of suretyship is avoided by a representation which is false in fact, and by which the surety has been induced to become surety, though he who made it believed in its truth.

Britton, Q.C., for plaintiffs.

McMichael, Q.C., contra.

WADE V. KELLY.

Sale by insolvent—Delay of creditors—Change of possession.

A. being unable to pay his creditors parted with his property to his father, taking his notes therefore, the father being conscious of his son's embarrassments, but there being no purpose to

defraud creditors. The possession of the goods was not changed, nor was there any bill of sale filed. *Held*, that the sale to the father was void as against creditors both as not complying with the Chattel Mortgage Act and as being by an insolvent, the object being to delay, though with no intention to defraud creditors.

Robinson, Q.C., and *Douglas*, for the rule.

Mackelcan, Q.C., contra.

STEERS V. SHAW.

Wild lot—Statute of Limitations.

A surveyor, many years before action, ran a blazed line between plaintiff's and defendant's lots. Along portions of this line a fence was built, and the parties cut and otherwise acted as owners on either side of and as far as this line. It appeared by plaintiff's evidence that it was his intention to question defendant's ownership as soon as he could find the correct line, but he had not interfered with him. It having been found that the evidence of defendant's possession as far as the blind line was sufficient to extinguish plaintiff's title. The finding was *held* right. *ARMOUR*, J., dissenting.

McMahon, Q.C. and *Douglas*, for plaintiff.

Atkinson, contra.

BATE V. MACKEY.

Bond in replevin—Proceedings stayed on equitable grounds.

B. and C. had timber limits adjacent to those of defendant, but the line between the two was not defined owing to defective description in the licenses. Some 216 pieces of timber were cut within a line run as the boundary of defendant's limits under direction of the Crown timber agent, and defendant replevied them. He did not, however, succeed in his action, by reason of defect in his license, as to 175 pieces, and B. and C. were awarded a judgment of return of these. Having had the replevin bond assigned to themselves, they transferred it to plaintiff, who sued thereon, and though the Court considered that the cutting had been upon what was intended to be granted to defendant, with some appearance at the same time of title thereto on B. and C.'s part. *Held*, that B. and C. were entitled to the