Manufacturers' and Merchants' Fire Ins. Co. v. *Alwood.* 28 C. P. 21; and therefore that there can be no rehearing by the Court by way of appeal from the decision on an award made by a single Judge under the repealed enactment.

Cassels for plaintiff.

F. Osler for defendants.

Rule discharged.

McEdwards v. McLean.

Replevin—Distress for rent—Official Assignee—Pleading.

Held. 1. That a plea denying right of plaintiff to goods did not put in issue the fact that plaintiff was Assignee.

2. That the Insolvent Act does not take away right to distrain.

F. Osler for plaintiff.

Davidson for defendant.

Rule absolute, to reduce verdict to $164.25.

Ontario Bank v. Wilcox.

Chattel mortgage—Assignee in insolvency—Notes improperly stamped—Execution—Attachment.

Held (1), That chattel mortgage securing mortgagee against endorsements must shew on its face that the indorsed notes, or renewals, fall due within a year, in order to save mortgages as against creditors or purchasers, but not assignee in insolvency.

(2), Notes improperly stamped are invalid if holder does not attach double stamps and cancel same when first receiving same, and will not support chattel mortgage.

(3), A chattel mortgage valid between the parties at common law, is valid against assignee in insolvency.

(4), An execution against insolvent debtor is superseded by attachment in insolvency, and chattel mortgage void against execution creditor, but good against assignee, prevails over execution so superseded.

M. C. Cameron, Q.C., for plaintiffs.

H. Cameron, Q.C., for defendant.

Rule discharged.

COMMON PLEAS.

IN BANCO—EASTER TERM.

June 28, 1878.

Leys v. Hollinshead.

Mortgage—Delivery—Evidence.

In an action on the covenant in a mortgage to pay the purchase money, the defendant set up that the mortgage had been delivered over by his solicitors to the plaintiff without his authority.

Held, that the evidence set out in the case showed that the plaintiff was cognizant of his solicitors' dealings in the matter, and had authorized the delivery to the plaintiff when the solicitors' in the defendant's interest, should deem it advisable, and it appeared that, on the faith of the solicitors' acts, the position of the parties was changed. The plaintiff was therefore held entitled to recover.

Robinson, Q. C., for the plaintiff.

J. B. Clarke for the defendant.

Ridgway v. The Corporation of Toronto.

Municipal Corporations—Accident—Liability.

The Water Commissioners of the City of Toronto, in order to drain off an old reservoir belonging to the city, but not in use for water works purposes, and in no way connected with the water-works they were constructing, dug a drain along a street in the city, but so negligently that it caved in, whereby the plaintiff was injured. The plaintiff having sued the defendants for the injury he had sustained,

Held, that the defendants were liable.

Denham v. Brewster.

Promissory Notes—Action by wife's administrator—Consideration—Stamps.

Action by plaintiff as administratrix of Mrs. T., widow of R. T., deceased, against defendants, his administrators, on two promissory notes, alleged to have been made by R. T. to Mrs. T., his wife, one bearing date April 2nd, 1869, for $125; and the other bearing date April 3rd, 1871, for $900; both payable one year after date.

Held, that the plaintiff could not recover: that there was no evidence that the wife ever ave any value for the notes, or that she ever