

Ct. Ap.]

NOTES OF CANADIAN CASES.

[Ct. Ap.]

ARMSTRONG V. FARR.

Equitable Assignment.

On the occasion of the defendant effecting a purchase of land in which the plaintiff had some interest, and which he refused to release until assured that part of the purchase money to be paid by the defendant to his vendor would be handed to one H., a solicitor acting in the matter, out of which the amount due plaintiff was to be paid, whereupon the plaintiff executed a conveyance of his interest which was duly registered. The defendant and his vendor made other arrangements for discharging all the purchase and obtained a deed of the property.

Held, affirming the judgment of the Court below, that, under the circumstances, an equitable assignment had been made of so much of the purchase money as was due to the plaintiff, and that the defendant was bound to pay the amount to the plaintiff—BURTON, J.A., dissenting.

MOOREHOUSE V. BOSTWICK.

Partnership and personal creditors—Dissolution of partnership.

L. A. M. made an assignment of all his property to the defendant in trust to convert the same into money, and out of the proceeds to pay and satisfy all his debts and liabilities, ratably and proportionably, without preference and "recognizing such liens, claims, charges and priorities as the law directs." Some of the creditors were creditors of L. A. M. alone, whilst others were creditors jointly of him and his brother with whom he had for some time carried on business, and who had assigned to L. A. M. all his interest in the partnership effects, who covenanted to pay off all the partnership creditors.

Held, reversing the judgment of the Court below, 5 O. R. 104, that in respect of such portion of the assets as had been the joint property of the partners the partnership creditors had a claim to be paid in priority to the separate creditors of L. A. M.

BRUSSELS V. RONALD.

Agreement to carry on works—Bonus by municipality—Failure to carry on the work—By-laws—Want of consideration for mortgage.

The municipal corporation of Brussels agreed to grant the defendant \$20,000 by way of bonus to enable him to establish a manufactory of steam fire engines and agricultural implements which in pursuance of the by-law in that respect he stipulated to carry on for twenty years, and to secure the due performance of such agreement executed a mortgage on certain real estate. Having failed to carry on the works for the stipulated period the municipality instituted proceedings to foreclose, but

Held, affirming the judgment of PROUDFOOT, J., 4 O. R. 1, that the plaintiffs could only obtain an enquiry as to the damages sustained by reason of the breach, and have a lien on the estate for the amount found due.

The defendant subsequently, without any reference to the by-law, and without any consideration, executed another mortgage on the same property for \$3000.

Held, also (affirming the judgment of PROUDFOOT, J.), that the municipality was not entitled to any relief on this mortgage.

PETRIE V. GUELPH LUMBER CO.

Deceit—Representation untrue in fact, though alleged to have been believed to be true.

The defendants other than the company being directors of the defendant company, made certain representations concerning the affairs of the company, which they believed to be true, but which were not in fact true, and procured the plaintiff and others to take stock in the company. The company was at the time insolvent.

Held, affirming the judgment of the Court below, 2 O. R. 218, in an action for deceit, that the defendants were not liable.

McCarthy, Q.C., and Plumb, for the appellants.

Robinson, Q.C., and Cassels, Q.C., for respondents.