

GENERAL CORRESPONDENCE—JUDGMENTS.

*Lessor and lessee—Case imperfectly stated—
Refusal to answer.*

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—Will you have the kindness to answer me the following question. If a lease of certain premises is made, say, for the term of six years, and the lessee has the privilege of taking the premises for the same time again, and supposing the lessee continues in possession of the premises for one year after the lease expires, would he be obliged to continue in possession for the full time of another six years; or, what amounts to the same thing, would he be liable for rent for any longer time than the one year, no new lease or agreement being made or asked for by the lessee? By answering the above question your will confer a great obligation on

Yours,

A LAW STUDENT.

[We have no objection to answer questions of general interest to our readers, but cannot undertake to advise upon cases of interest only to the particular inquirer. The above communication we class among the latter, and so must decline to answer it. Even if disposed to answer it, we could not do so upon the case as stated, without seeing the lease or a copy of it, supposing it to be in writing, and without knowing whether or not it is under seal. The case had better be properly stated and submitted to counsel, with a fee for his opinion.—Eds. L. J.]

Equitable Mortgage—Registration.

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—Sec. 44, cap. 89, C. S. U. C., provides that an "Equitable Mortgage must be registered before it can prevail against a second mortgage, &c."

Secs. 19 & 20 fully set forth the requisites of every Memorial to be registered.

I cannot understand how such a Memorial is to be made for the registration of an Equitable Mortgage—how an Equitable Mortgage can be registered.

An explanation will be of interest to many of your readers.

Yours, &c.,

A STUDENT.

Kingston,

March, 3, 1865.

[We are as much at a loss to understand the meaning of the enactment to which our correspondent refers as our correspondent himself.

We have always understood that an Equitable Mortgage arises upon an agreement to mortgage accompanied with a deposit of title deeds, or simply upon a deposit of title deeds without any express agreement. This being so, it is difficult to understand how a Memorial of it can be so prepared as to contain:

1. The date of the instrument, when there is none.
2. The names and addresses of the witnesses to the instrument, when there is none.
3. The land contained in the instrument, when there is none.

We understand that the subject of the registration of equitable mortgages is now before the Court of Chancery, in the case of *Harrison v. Armour*.]—Eds. L. J.

JUDGMENTS.

QUEEN'S BENCH.

Present: DRAPER, C. J.; HAGARTY, J.; MORRISON, J.

March 6, 1865.

Robinson v. Gordon.—Rule discharged with costs.

In re Fennell and the Town of Guelph.—Rule absolute to quash (1) The 2nd clause of by-law No. 75; (2) The 4th clause of same by-law; (3) The 3rd clause of by-law No. 80; (4) So much of by-law No. 84, as relates to poultry, eggs, cheese, grain, shingles, flour, wool, vegetable and fruit; (5) So much of 3rd clause of same by-law as relates to any persons not being hucksters or runners—with costs; and to discharge the rest of the rule.

Keating v. Cassels.—Judgment for defendant on special case.

Baird v. Story.—Judgment for defendant on demurrer.

Covert v. Robinson.—Rule discharged.

Hogan v. Berrie.—Rule discharged.

Spence v. Hector.—Verdict to be reduced by the amount of the interest, and discharged as to other points, without costs.

Thornton v. Sandwich Plank Road Co.—Verdict set aside, with leave to defendants to apply in chambers, within 14 days, to withdraw equitable plea, and to plead to whole declaration such pleas as judge may permit, or to plead to common counts, letting equitable plea stand. Leave to plaintiff to apply to amend, if advised. Costs to be costs in the cause.

McLean v. Buffalo and Lake Huron R. Co.—Rule discharged. Leave to appeal granted.