

DIARY FOR AUGUST.

1. Sun...Tenth Sunday after Trinity.
5. Thur..Atlantic Cable laid, 1858.
8. Sun... Eleventh Sunday after Trinity.
11. Wed...Battle of Lake Champlain, 1814.
13. Fri. ...Sir Peregrine Maitland, Lieutenant-Governor of Upper Canada, 1818.
15. Sun. ..Twelfth Sunday after Trinity.
17. Tues...First Intermediate Examination. Gen. Hunter, Lieut.-Governor of Upper Canada, 1790.
18. Wed... Second Intermediate Examination.
19. Thur..Examination for Admission.
20. Fri. ...Examination for Call.
21. Sat. ..Long Vacation Q. B., C. P. and Co. Court ends.
22. Sun. ..Thirteenth Sunday after Trinity.
23. Mon....Trinity Term begins.
25. Wed... Francis Gore, Lieutenant-Governor of Upper Canada, 1806.
26. Thur. Re-hearing Term in Chancery begins.
29. Sun. ..Fourteenth Sunday after Trinity.
31. Tues...Long Vacation in Supreme Court, Exchequer Court, Court of Appeal and Chancery ends.

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LAW SOCIETY OF UPPER CANADA .....

Canada Law Journal.

Toronto, August, 1880.

NOTES OF CASES

IN THE ONTARIO COURTS, PUBLISHED IN ADVANCE, BY ORDER OF THE LAW SOCIETY.

QUEEN'S BENCH.

IN BANCO—JUNE 26.

MARTIN V. CONSOLIDATED BANK.

Security for costs—R. S. O. c. 50, s. 71—Practice.

An order for security for costs cannot be obtained under sec. 71 of the Common Law Procedure Act (cap. 50, R. S. O.), upon an affidavit made by the defendant's attorney, as that section requires the affidavit to be made by the defendant personally.

Roaf, for plaintiff.

J. K. Kerr, Q. C., contra.

FARBINGER V. McDONALD.

Chattel mortgage—Affidavit—Debt payable at future day.

The affidavit annexed to a chattel mortgage omitted the words, "or accruing due," after those "so justly due."

Held, that the debt might be stated as due when it really was due, and that it need not be necessarily stated as either due or accruing.

The mortgage showed the debt in the proviso as one becoming due and payable at a future day, but the consideration was stated to be money acknowledged to be paid for the transfer of the property, and the evidence showed it was given to secure an over-due debt.

Held, that the mortgage could be upheld, regarding it as given for a present debt payable at a future day.

The affidavit stated that the mortgage was not executed for the purpose of protecting the goods against the creditors of the said mortgagors, naming them, or pre-