

Chy.];

NOTES OF CASES.

[C. L. Ch.

tance from his father's residence, it being agreed between them that he should remit to his father from time to time so much of his earnings as he did not require for his support, and that the same should be repaid by the father after the son should attain majority, as the son should want it from time to time for his support and education at a College or High School. Accordingly remittances were alleged to have been made to his father, which on the son coming of age amounted to \$600 and upwards when he found his father was unable to repay his advances. It was then arranged that the son should make further advances, and that unless the father repaid them the son was to have the farm conveyed to him, subject to certain incumbrances upon it. Advances were subsequently made by the son, and on a settlement in 1877 it was ascertained that the father's indebtedness amounted to \$1,600, which it was then agreed should be the consideration for the purchase of the equity of redemption of the father in the premises, the conveyance of which was impeached by a judgment creditor of the father under the 13th Elizabeth. The Court being satisfied of the *bona fides* of the dealings between the father and son, and that the sums claimed had really been advanced by the son (although the only evidence of the dealings was that of the father and son), dismissed the bill; but the case being of such a peculiar character, the dealings so loose, and the evidence of actual advances so much less satisfactory than it might have been, as to invite investigation, without costs.

Chancellor.]

[November 12.

HOWEY V. HOWEY.

Alimony—Desertion—Exclusion.

In consequence of a wife having disobeyed her husband by visiting at the house of his brother-in-law, the husband put her bed and bedding and chest outside the dwelling-house and locked the door of the house against her. *Held*, that this was such an act of exclusion and expulsion by the husband as entitled the wife to a decree for alimony.

COMMON LAW CHAMBERS.

HAY V. DRAKE.

Osler, J.] [Oct. 14.

Sheriff's fees—Taxation—Revision.

Where a Sheriff's fees have been taxed before a Deputy Clerk of the Crown, under R. S. O., ch. 66, sec. 48, a revision of such taxation cannot take place before the principal Clerk of the Crown, but the Court may refer the bill back to the same Deputy Clerk for a revision of the taxation, where it clearly appears that items have been improperly allowed.

MERCHANTS' BANK V. PIERSON.

Osler, J.] [Oct. 14.

Examination—Non-production of books—Attachment.

A manager of a bank having been ordered to attend for examination, in a cause in which the bank was the plaintiff, he was notified by a notice endorsed on the order to produce the books of the bank at such examination. This he neglected to do.

Held, that proceedings against him for attachment must be made before the Court, and not before a Judge in Chambers.

WILSON V. ÆTNA LIFE ASSURANCE CO.

Mr. Dalton, Q.C.] [Oct. 22.

Foreign corporation—Service—Agent.

The defendants were a foreign Insurance Company, doing business in Ontario, and having a head office for this Province at Toronto. The writ of summons was served on the local agent of the defendants' company at Ottawa.

Held, that the service was good.

DENMARK V. MCCONAGHY.

Osler, J.] [Oct. 28.

Examination—Fees—Stamps—Deputy Clerk of Crown.

Where an examination of parties pursuant to R. S. O., ch. 50, sec. 161, takes place before a Deputy Clerk of the Crown, though not designated in the order as acting in his official capacity, the fees for such examination are payable in stamps, and not in money.