

policy did not issue until after the fire. It appeared that when the assignment was made the defendant's agent was expressly notified thereof, and assented thereto, and stated that no notice to the company was necessary.

Held, that under the above condition, such endorsement should be made on the interim receipt; but that the agent, as he had the power to do, had waived it.

In an action on the policy, the plaintiff alleged that, after the payment of the creditors' claims, there would be a surplus coming to him, and he sued for the amount of the policy in trust for the creditors as for himself individually.

Held, that on producing releases from all the necessary parties of their claims, the plaintiff was to have judgment entered in his favour.

Robinson, Q.C., for the plaintiff.

Foster and J. B. Clarke, for the defendant

BRITTON V. KNIGHT.

Lease to husband and wife for life—Acceptance by wife—Evidence.

S. S., the owner of certain land, arranged with his son T. S. to convey the land to him in consideration of the payment by him of certain moneys for S. S., and his forthwith reconveying the same to S. S. and his wife for their natural lives. The conveyance to the son, and his reconveyance of the life estate to S. S. and his wife was respectively executed. Subsequently S. S. and T. S. executed a mortgage of the land to the plaintiff, and after S. S.'s death the plaintiff brought ejectment against the widow of S. S. and two other defendants, her tenants. It was argued that the arrangement was never carried out, and that it was repudiated by the wife, and that she refused to accept the life estate.

Held, that the evidence shewed that the arrangement had been perfected, and that, even if a repudiation by the wife during her husband's lifetime would have any effect, the evidence failed to establish it; and that on the husband's death she asserted her right to the life lease, and now defends under it.

Held, therefore, that the plaintiff could not recover.

Osler, for the plaintiff.

McMichael, Q.C., for the defendant.

BLACK V. COLEMAN.

Excessive distress—Special damage—Married women—Separate property.—C. S. U. C., ch. 73, sec. 2.

Held, that there may be a recovery in an action for an excessive distress without proof of special damage.

Quere, whether C. S. U. C. ch. 73, sec. 2, applies to property acquired by a married woman after the 4th May, 1859, who was married prior thereto.

J. E. Macdougall, for the plaintiff.

J. E. Rose, for the defendant.

MCCARTHY V. ARBUCKLE.

Identity of deed—Conveyance after marriage in pursuance of prior parol agreement—Sufficiency of—Registry Act, 1865, sec. 62—Construction of—Lien for improvements.

In an action of ejectment, the plaintiff claimed under a deed from the patentee of the Crown to his father. The deed was not produced at the trial, but it was held that the evidence, set out in this case, sufficiently proved its existence and subsequent destruction by fire.

Where a deed of a wife's land was made to her husband after marriage, in pursuance of a parol contract therefor entered into prior to the marriage: *Held*, that this would not constitute the husband a purchaser for valuable consideration of such land.

Per GALT, J. Since the Registry Act of 1865, 29 Vic., ch. 24, sec. 62, a person claiming under an unregistered title from the patentee of the Crown, must register his title so as to protect himself against any subsequent deed or mortgage made for valuable consideration.

In this case the defendant claimed a lien for his improvements on the land.

Held, that the evidence shewed that at the time the defendant made the improvements, he did so under the belief that the