

From FALCONBRIDGE, J.]

[May 12.]

CONFEDERATION LIFE ASSOCIATION *v.* KINNEAR.

*Infant—Representation as to age—Mortgage by infant—Husband and wife—Mortgage by infant married woman—R.S.O. ch. 134, sec. 6.*

To make an infant liable upon a mortgage of his property there must be a direct misrepresentation by him as to his age, the execution of the instrument not being in itself a sufficient representation.

Sec. 6 of R.S.O. ch. 134, does not make valid deeds executed by infant married women. It merely does away with the necessity of acknowledgment.

Judgment of FALCONBRIDGE, J., reversed.

*S. H. Blake*, Q.C., and *W. H. Blake*, for the appellant.

*McCarthy*, Q.C., and *Russell-Snow*, for the respondents.

From Q. B. Div.]

[May 12.]

PRITTIE *v.* CONNECTICUT FIRE INSURANCE CO.

*Chose in action—Collateral security—Action by assignor—Insurance—Fire insurance.*

Where an assignment of a chose in action is made by way of security, the assignor retaining a beneficial interest, he may, notwithstanding the assignment, maintain an action in his own name to recover the debt, the assignee being a proper but not a necessary party.

Where there is separate insurance in favor of mortgagee and mortgagor the latter is not bound by a settlement of the amount of the loss between the former and the insurance company.

Judgment of the Queen's Bench Division affirmed.

*Watson*, Q.C., and *J. G. Smith*, for the appellants.

*Ryckman*, and *A. T. Kirkpatrick*, for the respondent.

From Rose, J.]

[May 12.]

CITY OF OTTAWA *v.* KEEFER.

CITY OF OTTAWA *v.* CLARK.

*Municipal corporations—Public Parks Act—Purchase by Park Commissioners—R.S.O. ch. 190.*

The City of Ottawa adopted the Public Parks Act, R.S.O. ch. 190, and Park Commissioners were appointed, who entered into contracts with the defendants to purchase lands for park purposes, and made a requisition on the city for the purchase money. The city refused to recognize the contracts, and brought these actions for a declaration that they were invalid.

*Held*, per HAGARTY, C.J.O., and BURTON, J.A., that the Park Commissioners had, in the bona fide exercise of their discretion, the right to enter into the contracts, and that the city, so long as the statutory limit was not exceeded, was bound to provide the purchase money.