

[Ct. Ap.]

NOTES OF CANADIAN CASES.

[Chan. Div.]

other parts of the lot, and not to the two chains of the river bed. The whole lot vested in A. free from the asserted *jus publicum*; and the plaintiff, as against his partner P., and *a fortiori* as against wrong-doers, has acquired a title to the river portion under the Statute of Limitations.

Per BURTON, J.A.—The plaintiff cannot be regarded as a riparian proprietor; the person filling that position is P., and on his filling in the lot, as he is entitled to do to the limit of his grant, the plaintiff will be entirely cut off from the stream.

The plaintiff, a trespasser, cannot complain of others trespassing on portions of the property of which he is not in possession, although it may interfere with his access to the portion of which he is in possession.

If the words of the reservation in the patent extend to the right of navigation the reservation is absolutely void. The statute 23 Vict. c. 2, s. 35, gives to the Crown the right to grant the bed of the river and the water upon it free from any rights *publici juris*. The Statute of Limitations could give the plaintiff no title to any part of the water-covered land, except that actually occupied by his floating wharf and boat-house.

BAKER AND THE MERCHANTS' BANK V.
ATKINSON ET AL.

Lease, determined by forfeiture—Right of distress—One year's rent payable on insolvency—8 Anne ch. 14—Payment of rent to save goods.

By the terms of a lease it was stipulated that "if the said lessees shall make any assignment for the benefit of creditors, or, becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the said lease shall immediately become forfeited and void, and the full amount of the next ensuing one year's rent shall be at once due and payable."

Held (1), affirming the judgment of the Q. B. D. 11 O. R. 735, notwithstanding the provisions of 8 A. ch. 14, s. 6, that a distress for the year's rent falling due next after an assignment by the lessees for the benefit of creditors was illegal and void, the statute applying only to cases where the tenancy has been deter-

mined by lapse of time, not by forfeiture; but, *Held* (2), in this reversing the same judgment, that money paid to the lessors by the solicitor of certain execution creditors in full of such rent, with knowledge of all the facts, so as to prevent a sacrifice of the goods, could not be recovered back, either by the execution creditors or the assignee, the amount having been repaid to the solicitor out of the proceeds of such goods when sold by the sheriff as was expected by the solicitor would be done when making such payment.

CHANCERY DIVISION.

Boyd, C.]

[September 29.]

RE CLARK AND THE UNION INSURANCE CO.

Dominion Winding-up Act—Application to Provincial corporations—Constitutionality—R. S. C. ch. 129.

Held that the Winding-up Act, R. S. C. ch. 129, is within the confidence of the Dominion Parliament under section 91, article 21 of the British North America Act, and that the present company, though incorporated under a Provincial charter, is subject to its provisions. *Gillespie v. The Merchants' Bank*, 10 S. C. R. 312, distinguished.

Bain, Q.C., for the petitioners.

Walter Cassels, Q.C., for Shoolbred, a creditor.

Ferguson, J.]

[September 30.]

RE HAGUE, TRADERS' BANK V. MURRAY.

Husband and wife—Dower—Equity of redemption—Building mortgage.

In the course of the administration in the Master's Office of the lands and personal estate of William Hague, it appeared that prior to his decease William Hague was seized in fee simple absolute of a certain vacant lot in the city of Toronto, and that in the year 1883, desiring to build upon the lands, he gave a mortgage of the land to a loan company, and executed at the same time a contemporaneous agreement setting out that the mortgage