

*F. Osler*, for plaintiff.

*J. K. Kerr*, for defendants.

*Rule discharged.*

O'DONOHUE V. WILEY.

*Foreign contract—Breach out of jurisdiction.*

Defendants, merchants in New York, telegraphed plaintiff, an attorney practising in Toronto, in answer to a telegram from him offering his services, to represent them in certain insolvency proceedings pending in the latter place. Plaintiff did so, and upon sending his bill for services, which he did by letter, addressed to defendants at New York, defendants, by letter from New York, addressed to plaintiff at Toronto, refused payment. *Held*, that plaintiff could not recover, as both contract and breach arose out of the jurisdiction.

*Held*, also, that the words "cause of action" (Rev. St. O. ch. 50, sec. 49), do not mean the whole cause of action—i.e., breach and contract, but breach alone.

*Ferguson*, Q.C., for plaintiff.

*Foster*, for defendants.

*Rule discharged.*

WILSON V. RICHARDSON.

*Reference by consent—Time for moving against.*

An award made under sec. 160, Con. Stat. U.C. ch. 22, before Trin. Term, must be moved against within the first four days of that Term, even though the full Court may not sit, as the motion can be made to a single Judge within the same period.

The order of reference, made at Nisi Prius, was afterwards made a rule of Court by the defendant, and expressed to be by consent of all parties: *Held*, not a compulsory reference under sec. 165 of the above Act, but a reference under sec. 160.

*Robertson*, Q.C., for plaintiff.

*Osler*, Q.C., for defendant.

*Rule discharged, with costs.*

GOWANS V. CONSOLIDATED BANK.

*Sale of goods—Insufficient delivery—Warehouse receipts.*

Plaintiffs contracted for the manufacture of a quantity of glassware, which though invoiced to and paid for by plaintiffs, was stored with a warehouseman as the goods of the manufacturers, and warehouse receipts granted to the latter, by whom they were transferred to defendants as collateral security for ad-

vances made to them. *Held*, that there had not been a sufficient delivery of the goods to pass the property in them to the plaintiffs, and that the defendants were therefore entitled to recover.

*F. Osler* for plaintiff.

*R. Martin*, Q.C., for defendants.

*Rule discharged.*

IN RE MAYLE AND THE CITY OF KINGSTON.

*Award—Rev. Stat. O. ch. 134, sec. 456—Delay in moving against.*

*Held*, that an application to set aside an award made under Sec. 456, Rev. Stat. O., ch. 134 and published before Trinity Term 1877, was too late on the 26 Nov. following.

*MacLennan*, Q. C., for the City of Kingston.

*G. Kirkpatrick* contra.

*Rule discharged without costs, no costs of rehearing.*

BROWN V. WINNING.

*Married women—Sale of goods to—Separate estate—Examination in another suit—Admissibility in evidence.*

Defendant, a married woman, possessed of real estate in Ontario, but living with her husband in Montreal, purchased goods from plaintiffs there, for domestic purposes. There was no evidence either of a settlement making the real estate separate estate, or that the marriage took place after the 2nd March, 1872; nor was it shewn that the debt was contracted with reference to her separate estate.

*Held*, that defendant was not liable to be sued for the price of the goods.

The only evidence of defendant's ownership of real estate was her admission signed by her when under examination in another suit.

*Held*, clearly admissible.

*Richards*, Q. C., for plaintiffs.

*F. Osler* for defendant.

*Rule discharged.*

CRAIN V. TRUSTEES OF COLLEGIATE INSTITUTE OF OTTAWA.

*Award—Appeal under 39 Vict. ch. 28, sec. 7, O.—Rev. Stat. O., ch. 50, sec. 192—41 Vict. ch. 6, sec. 3, O.*

*Held*, that notwithstanding sec. 3 of ch. 6, 41 Vict. O., sec. 192 of ch. 50, Rev. Stat. O. being not only in effect, but in words the same as sec. 7 of 39 Vict. ch. 28, O. repealed but re-enacted by it, must receive the same construction as the repealed enactment under the