

MEREDITH, C.J.]

[Dec. 12.]

IN RE HALLOCK.

Contempt of court—Commitment—Disobedience to habeas corpus—Notice—Signature to writ—16 C. I., c. 10, s. 3.

An application to commit a person for contempt of court in disobeying a writ of *habeas corpus* will not be entertained unless a notice has been served upon him informing him of the consequences of failure to obey, nor unless the writ is signed by the person awarding it, as required by s. 3 of 16 Car. I., c. 10.

C. W. Kerr for the applicant.

BOYD, C.]

[Dec. 15.]

MERIDEN BRITANNIA CO. v. BRADEN.

Costs—Separate defences—Indemnity against costs—Taxation against opposite party.

Action to set aside a chattel mortgage made by an insolvent to a trading firm, and a sale made thereunder to a third defendant. The firm agreed to save the third defendant harmless so far as the costs of the action were concerned. He defended separately, and in his written retainer to his solicitors it was provided that the costs should be charged to the firm. The plaintiffs having been ordered to pay the costs of the defendants;

Held, a proper case to allow two sets of costs, and that no disability existed on the part of the third defendant to tax and recover his costs against the plaintiffs.

Jarvis v. Great Western R.W. Co., 8 C.P. 280, and *Stevenson v. City of Kingston*, 31 C.P. 333, distinguished.

J. Bicknell for the plaintiffs.

C. D. Scott for the defendant Scott.

MANITOBA.

COURT OF QUEEN'S BENCH.

KILLAM, J.]

[Nov. 12.]

FRASER v. SUTHERLAND.

Setting aside Crown patent for land—Title of plaintiff derived from former conveyance by defendant—Estoppel by deed—Covenants for title—Covenant for further assurance.

This was a suit in equity in which the plaintiff sought to have the defendant declared to be a trustee for him, and ordered to convey to him a certain piece of land, part of lot 35 of the Dominion Government survey of the parish of St. John, better known as Point Douglas common, in the city of Winnipeg. The learned judge found, on the evidence, that the land in question was part of lot H, according to Duncan Sinclair's plan, which had, about the year 1874, been conveyed by the defendant to one Clarke, the plaintiff's predecessor in title, under the following circumstances: