

## SEDUCTION.

*Action by brother — Loss of service — Infant defendant — Non-appointment of guardian—Rules 261, 313.*—In an action for seduction it appeared that the plaintiff was the brother of the girl seduced; and that the girl, though in the service of another person, yet (by agreement with her mistress, entered into at the time of her engagement) was at liberty to perform, and did perform certain services at home for the plaintiff, under contract with him for which she received compensation:

*Held*, that the plaintiff was entitled to maintain the action.

*Rist v. Faux*, 4 B. & S. 409, specially referred to; *Thompson v. Ross*, 5 H. & N. 16, distinguished.

It also appeared that the defendant was not quite of age, and that no guardian had ever been appointed, but that the fact of infancy was well-known to the defendant's parents and to the solicitor and counsel who appeared for him at the trial, and no objection on this ground was taken till this motion before the Divisional Court:

*Held*, that under Rules 261 and 313, the appointment of a guardian was not imperative; the Court had a discretion; and in this case the judgment obtained against the defendant at the trial should not be interfered with.

*Furnival v. Brooke*, 49 L. T. N. S. 134, followed. *Straughan v. Smith*, 558.

## SHARES.

*Pledge of for loan—Transfers "in trust"—Pledge by transferee for larger loan—Notice of trust—Right to redeem—Measure of value.*—

Certain shares not numbered or capable of identification, transferable on the books of a company, were transferred by the plaintiff to brokers, "in trust" as security for the payment of a loan. The plaintiff's transferees afterwards transferred the shares to others as security for other and larger sums due by them than were due by plaintiff to them. Each transfer subsequent to that of the brokers was made "in trust."

The plaintiff was aware that the brokers were raising money on his shares, but was assured by them that he could redeem his stock on payment of the amount due by him.

The brokers being unable to redeem the shares, in an action by the plaintiff against the last transferees, who had sold them for a large sum after tender by plaintiff of amount due by him, to compel them to account for their value:—

*Held*, that the form of the transfer to the last holders was sufficient to put them on enquiry, and that they were chargeable with notice of the facts and of the plaintiff's rights in regard to the shares; and that he was entitled to the value of the stock after payment of the amount he had borrowed on it from the brokers, and that the value of the shares was to be taken at their highest market value between plaintiffs tender and the conclusion of the trial herein. *Duggan v. The London and Canadian Loan and Agency Company et al.*, 272.

## SPECIFIC PERFORMANCE.

*Discovery of want of title—Reputation on other grounds—Control of title—Fraud.*—To an action for specific performance of an agreement