

Ct. Ap.]

NOTES OF CANADIAN CASES.

[Chan. Div.]

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PUBLISHED IN ADVANCE BY ORDER OF THE
LAW SOCIETY.

COURT OF APPEAL.

COOPER V. DIXON.

Trust deed for benefit of creditors.

A trader, who was in embarrassed circumstances, made an assignment for the benefit of creditors, of all his estate, real and personal, to the plaintiff, who held a mortgage on a part of the realty as security against his endorsement for the assignor, on notes then current. No creditor joined in the conveyance, nor was the consent to or knowledge of it by any creditor shown.

Held, affirming the judgment of the County Court, that the property was liable to seizure under execution; for under the mortgage the trustee was not a creditor, but

Semle—per PATTERSON, J. A., that had the trustee been beneficially interested in the proceeds of the property, his assent would have rendered the deed irrevocable.

VOGEL V. GRAND TRUNK RAILWAY CO.

This court being equally divided the judgment of the court below, 2 O. R. 197, that the Railway Act, 1879, s. 25, s.-s. 4, does apply to the G. T. R. Co. was affirmed.

IN RE CHARLES.

Held (BURTON, J. A., dissenting) reversing the decision of the court below, 1 O. R. 362, on the facts there stated, that the children of the testator who survived the widow, and attained 21 years of age, took vested interests, and that the grandchildren took nothing.

GAGE V. CANADA PUBLISHING CO.

The judgment of FERGUSON, J., reported 6 O. R. 68, was affirmed.

CORBETT V. JOHNSON.

Practice—Damages for non-completion of contract.

Plaintiff agreed to complete a steam engine by a certain day, to be delivered to the defend-

ant who had previously been using water power in his mill. The engine was not completed and delivered for some time afterwards. The Master, in estimating the damages of the defendant, allowed him, in addition to rental of the mill and interest on the value of the machinery and of logs waiting to be sawed, loss of profit, \$118. On appeal from his report PROUDFOOT, J., made an order which contained a declaration, "That the true measure of damages the defendant is entitled to claim is the amount which would have been earned by the mill in the ordinary course of employment," and referred it back to the Master to review his report. An appeal to this Court was allowed, the Court being of opinion that the Master could not, on the direction given him, find otherwise than he had done.

Bethune, Q.C., and Creasor, for appeal.

Lane, contra.

KELLY V. IMPERIAL L. & S. Co.

Foreclosure—Redemption—Conveyance for value.

The defendants assumed to foreclose a term mortgaged to them by the plaintiff. They subsequently sold and assigned the term by a conveyance which did not recite or otherwise indicate the title under which they claimed. The plaintiff brought an action to redeem the premises on the ground that the foreclosure was void.

Held, that the conveyance being for value might be supported as an exercise of the power of sale contained in the mortgage.

Moss, Q.C., and Cassels, Q.C., for appeal.

Plumb and Nesbitt, contra.

CHANCERY DIVISION.

Ferguson, J.]

[September 4.]

HALLIWELL V. THE SYNOD OF ONTARIO.

*Revocation of license by Bishop without trial—
Diocesan Court.*

The Rev. J. H., being the incumbent of a parish in the Diocese of Ontario, which was endowed, and having acted in such capacity and performed the duties thereof for several years, discontinued the services in two other