

moneys hereby secured shall at once become due and all powers and other remedies hereby given shall be enforceable." In an action to recover the amount of the notes past due and to have a decree for a lien and charge upon the lands therefor under the agreement,

*Held*, reversing the judgment appealed from, that the right of the company to enforce the lien depended upon the interpretation of the whole contract; that the provision as to the lien only become operative in the case of a complete delivery pursuant to the contract, and that the alternative words "or upon demand" must be taken as meaning upon a demand made after such complete delivery.

W. R. Mulock, K.C., for defendant, appellant. C. P. Wilson, and A. E. Hoskin, for respondents.

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## Province of Nova Scotia.

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### SUPREME COURT.

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Russell, J.]

GOSCOMBE v. LAIRD.

[Aug. 21

*Indigent debtor—Arrest—Wilful and malicious tort—Liquidated amount—Appeal from commissioners.*

The Indigent Debtors Act, R.S. 1900, c. 183, s. 15, empowers the Court or judge, where it appears upon the examination of the debtor . . . "(f) in cases of tort that such tort was wilful and malicious" to "remand the debtor to be confined without the privileges of jail limits for such term not exceeding one year as is deemed proper under the circumstances."

Defendant was in prison under an order for arrest (*capias*) in an action claiming damages for crim. con., and on application to commissioners under the Indigent Debtors Act an order was made for his discharge.

Plaintiff appealed on the ground that the tort of which defendant had been guilty was wilful and malicious.

*Held*, dismissing the appeal, that the order for arrest simply establishes a sum which, in the opinion of the judge who allows