

Chy.]

NOTES OF CASES.

[Chy.]

been paid by the mortgagor, and refused either to sign a discharge stating correctly the name of the plaintiff as the person paying, or to execute a release of the mortgage in his favour, the plaintiff offering to furnish satisfactory proof if desired, that he was the owner of the equity of redemption. The Court, on a bill filed for that purpose, ordered the mortgagee to execute the release and pay the costs of the suit.

Proudfoot, V. C.]

[November 11.

CANNON V. TORONTO CORN EXCHANGE.

Incorporated society—By-law—Expulsion of member—Arbitration of questions arising between members.

The Toronto Corn Exchange was empowered to pass by-laws for the proper governance of the body. One of the by-laws enabled the society to expel any of its members for flagrant breaches of the rules of the body, and a refusal to submit a question arising between members to arbitration was declared to be a flagrant breach thereof. One member claimed against another (the plaintiff) a balance of \$1.06, a sum of \$397 for freight on grain purchased from him, and which, it appeared, the purchaser had been compelled to pay, and did pay under protest, before obtaining the grain, and which amount the purchaser insisted the plaintiff was bound to pay, and also a sum for costs incurred in an action brought by the purchaser to recover back the freight so paid from the carriers. The two first items the plaintiff admitted and offered to arrange, but disputed the last and refused to arbitrate as to any other item of the account than the last, whereupon the council of the defendants passed a vote of expulsion against the plaintiff, and did expel him from the benefits of the Association. On a bill filed to set aside such order of expulsion and reinstate the plaintiff in his rights of membership, the Court granted the relief prayed with costs; and,

Quere, whether either of the items was such a claim as the statute contemplated being the subject of a reference between members of the Association.

The by-laws of an association provided

that notice of a meeting for the expulsion of a member must be given. *Held*, that a notice of "a meeting to take into consideration the conduct of a member" was not a compliance with such provision, and that such notice should state what the object of the meeting was.

Chancellor.]

[November 12.

CLEMMOW V. BOOTH.

Purchaser of part of mortgage estate—Party seeking equity must do equity—Costs.

The rule that "he who comes for equity must do equity" applied where a purchaser of a portion of an estate subject to mortgage gave a covenant to pay a proportion of the mortgage money. On a bill being filed by the vendor's assignee to compel payment by the purchaser, the Court refused to give such relief except upon the terms of the vendor's share of the mortgage debt being paid at the same time, although there was no covenant on the part of the vendor that he would pay. But the Court refused to include a direction that the payment by the purchaser of his share should be conditional on the payment by other and independent purchasers of other parts of the estate of their shares of the sum due.

In such a case, however, it would seem that any of such purchasers paying the amounts properly payable by others would be entitled to use the name of the plaintiff in proceeding against such defaulting purchasers upon indemnifying him against costs.

The plaintiff by his bill did not submit to do what he was bound to do as the price of the relief asked; and the defendant asked relief which the Court could not grant. On pronouncing a decree, costs were refused to either party.

Chancellor.]

[November 12.

JACK V. GREIG.

Fraudulent conveyance—Father and son—Money lent by son.

A son left his father's house at the age of sixteen, with the assent of the father, a farmer, and went to teach school at a dis-