

C. P.]

NOTES OF CASES.

[C. P.]

his heirs and assigns for ever. All the covenants, including the one for further assurance, were made with Alexander Thom, his heirs and assigns. The deed was signed and sealed by W. J. Greig and William Howe.

Held, that in order to give effect to the deed in every particular according to the plain intent of the parties, the words "William Howe accepting hereof for and on behalf of," must be struck out from the premises as surplusage and repugnant, and thereby the whole conveyance was made operative as a grant to Alexander Thom.

Held, however, on the evidence the plaintiff had a title by possession.

McCarthy, Q.C., for plaintiff.

H. J. Scott for defendant.

RE KINGSTON ELECTION CASE. DRENNAN
V. GUNN. GUNN V. MACDONALD.

Application for new petitioner after lapse of six months—Corrupt bargain—Meaning of.

The applicant alleging that there was a corrupt agreement for the withdrawal of the petitions in the above, applied to have himself substituted as petitioner in each case, and that the deposits made in each case should remain as security for any costs that might be incurred by him, and for a day to be appointed for the trial of the said petitions.

Held, that the application could not be entertained, for that the six months limited by the Act of 1875 for the trial of election petitions had expired prior to the application made herein.

Held, also, that in any event the deposit should not be directed to remain as such security, for although the agreement made herein that the petitions should be allowed to lapse, each petitioner withdrawing the charges by him respectively preferred, must in law be deemed to be a corrupt bargain; yet under the statute the proposed withdrawal must, in the opinion of the Court, be induced by a corrupt bargain; so that the motives and intent of the parties, as a matter of fact, must be considered, and the

evidence, set out in the case, shewed that no corrupt bargain was intended.

Dr. Stewart, the applicant in person.

Bethune, Q.C., for Gunn and Macdonald.

Marsh, for Drennan.

YOUNG V. HOBSON.

Ejectment—Necessity of possession being taken under hab. fac. pos.—Statute of Limitations—Leave in term to supply evidence.

Where an action of ejectment was commenced against a person in possession of land before the statutory period had elapsed, and during the currency of the action, and under pressure thereof, on payment by the owner of a sum of money, possession was given by the owner with such person's consent, though after the lapse of the statutory period, and a written memorandum of the compromise was drawn up at the time,

Held, that this was sufficient to bar the statute, and that it was not necessary that the action should have terminated by the entry of judgment, and possession taken under a *hab. fac. pos.* issued thereunder.

On the argument in term of a rule *nisi* to enter a verdict for the defendant in this action, which was also ejectment, on the application of the plaintiff's counsel, the Court under the authority of R. S. O. ch. 49, sec. 8 a, 41 Vict. ch. 8, sec. 7 a, granted leave to the plaintiff to supply evidence of a search for the memorandum of the compromise, and also to put in the original writ of ejectment in the first named action, and the affidavit of service, a copy of such writ only having been filed at the trial.

J. K. Kerr, Q.C., for the plaintiff.

Osler, Q.C., for the defendant.

BINGHAM V. BUTTINSON.

Chattel mortgage—Absence of redemise clause—Seizure and sale before default—Action for preventing mortgagor redeeming—Trespass—Trover.

On 29th January, 1878, plaintiff gave defendant a chattel mortgage in the usual form on certain goods to secure the payment of \$700 by half-yearly instalments, as