him to prison for a breach of an injunction, if there be the slightest doubt whether, owing to the conduct of the plaintiff, he may not have been drawn into the idea that it never was the plaintiff's intention to enforce the injunction.

NOTES OF CANADIAN CASES.

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SUPREME COURT.

From Ontario.]

St. John v. Rykert.

Account—Payment under pressure—Statute of Limitations—Interest on judgment debt—Interest on covenant on a mortgage deed as collateral security.

By a decree of the Court of Chancery it was directed that an account should be taken of all dealings between St. J. and R,, and the master found that $453.20 was due to R. by St. J., the plaintiff. The master disallowed to the plaintiff, the amount of a note of $510 and interest thereon, and reduced the interest on a sum of $3,000 advanced from 24 per cent. to 6 per cent. after judgment had been recovered. The note of $510 was dated 18th November, 1861, and was payable with interest at the rate of $10 per week from the 23rd November, 1861. On the 6th March, 1867, R., who had been sued by St. J. for certain other claims, entered into an agreement with him in order to relieve himself from the pressure of execution debts, paid him $2,000 on account of his indebtedness and got time for the balance. St. J. made no demand at the time for this note, and did not instruct his attorney who acted for him, to seek payment of it until 1870.

Held (affirming the master's report), that this payment of $2,000 was a payment on account of the debts for which R. was being pressed, and as this note of $510 was not included in said debts the master was right in treating the note of $510 as barred by the Statute of Limitations.

A note dated 11th January, 1862, and payable to and endorsed by one S. H. for $3,000, "with interest at the rate of 2 per cent. per month until paid." By a covenant for payment contained in a mortgage deed of the same date given by R. to St. J. as collateral security for the payment of the said note, R. covenanted to pay "the said sum of $3,000 on the 11th day July, 1862, with interest thereon at the rate of 24 per cent. per annum until paid." A judgment was recovered upon the note but not upon the covenant. The master allowed for interest, in respect of this debt, 6 per cent. only from the date of the recovery of the judgment.

Held, that the proper construction of the terms of both the note and covenant as to payment of interest, is that interest at the rate of 24 per cent. should be paid up to the 11th July, 1862, and not that interest should be paid at that rate, after such day, if the principal should then remain unpaid.

Appeal dismissed with costs.

McCarthy, for appellant.

Bethune, for respondent.

From Ontario.]

Page v. Austin.

Liability of shareholder—Estoppel.

The Ontario Wood Pavement Company, incorporated under 27-28 Vict. ch. 23, with power to increase by by-law the capital stock of the company "after the whole capital stock of the company shall have been allotted and paid in, but not sooner," assumed to pass a by-law increasing the capital stock from $130,000 to $250,000. P., and others, execution creditors of the company whose writ had been returned unsatisfied, instituted proceedings by way of *scire facias* against A. as holder of shares not fully paid up in said company. It appeared from an examination of the books that the company assumed to increase the capital, notwithstanding that the original capital had not been fully paid in, and that the shares alleged to be held by A. were shares of the increased capital and not of that originally authorized.

Held (affirming the judgment of the Court