REID v. HUMPHREY.

Alteration of negotiable instrument—Onus of proof.

While a promissory note was in the hands of the plaintiff's testator, the name of the payee, D.P., was improperly added thereto as a maker.

Held, affirming the judgment of the Court below (MORRISON, J.. dissenting) that it was such a material alteration as to vitiate the note; and that this would have been so even if the name had been placed there by D. P., or by his authority as an additional maker of the note.

Held, also, that the onus would have lain upon the testator, if alive, to acconnt for the placing of the name where it was, and to rebut the inference arising from the alteration, and the fact of his death did not shift the onus.

FREED v. ORR.

Judgment against executor—Execution—Sale under—Validity of.

Lands are liable to be sold under execution on a judgment against an executor or administrator only for a debt of the testator or intestate, and a sale of the same cannot be upheld if, in fact, the judgment were not recovered in respect of a debt of the deceased. But when a judgment is recovered against a living person, or against executors for a debt of the testator, the sale of land under the writ valid on its face, and authorized by the conclusion of the record, passes a good title thereto, and the debtor could only recover the money under the execution in case of a reversal of the judgment for error on the record.

CHAMBERS.—Q. B. and C. P. DIV.

Mr. Dalton.] [Sept. 20.

TRUST & LOAN CO., v. HILL.

Land, action to recover—Judgment—Rule 322—Admission.

In an action for the recovery of land the plaintiff may obtain an order to sign final judgment under Rule 322 upon an admission of the defendant in pleadings or on his examination.

Marsh, for plaintiff.

Mr. Dalton, Q. C.] [Sept. 20.

LAIDLAW v. ASBAUGH.

Ejectment—Issue—Notice of trial—Rule 494.

A writ in ejectment was served on 15 August, 1881, and an appearance entered after the 22nd of the same month.

Held, that the plaintiff need not file a statement of claim under the new practice, and a notice of trial served immediately after the entry of the appearance was regular, the cause being then at issue.

Shepley, for plaintiff.

G. B. Gordon, for defendant.

Mr. Dalton.] [Sept. 22.

FRIENDLY v. CARTER.

Notice of trial—Countermand.

Where a notice of trial has been given it cannot be countermanded by either party.

H. W. M. Murray, for plaintiff.

Perdue, for defendant.

Mr. Dalton.] [Sept. 22.

LUMSDEN v. DAVIES.

Notice of trial—Time—Agent, service on.

Where a notice of trial is served upon the Toronto agents of a solicitor he is not allowed two days additional time, as he was under the former practice.

Alan Cassels, for defendant.

G. B. Gordon, for plaintiff.

Mr. Dalton.] [Sept. 22.

SCHNEIDER v. PROCTOR.

Issue—Joinder—Notice of trial.

A cause is at issue where a joinder of issue has been filed or where three weeks have elapsed after the statement of defence has been delivered.

A notice of trial served before either of those events has happened was held irregular and was set aside.

I. Campbell, for defendant.

Drew, Q. C., for plaintiff.