

both the debtor and his grantee resided within the jurisdiction, the court declined to interfere.

Per BOYD, C.: A provincial court is not justified in intermeddling with territorial rights acquired or subsisting in a foreign country. There is no case of contract or obligation *inter partes*; no fraud of a personal character in regard to specific property claimed; no personal equity attaching to the defendants in respect of the lands which the court could lay hold of; but only a right sought of having execution against alleged foreign assets held in fraud of creditors, which right *in rem* can only be effectually pursued in the forum of the site of the land. All questions as to the burdens and liabilities of real estate situate in a foreign country, in the absence of any trust or personal contract, depend simply upon the law of the country where the real estate exists.

Harrison v. Harrison, L.R. 8 Ch. 346, followed.

Gibbons, Q.C., for the plaintiff.

Purdum for the defendants.

Div'l Court.]

[Feb. 1.

REGINA *v.* BITTLE.

Constitutional law—Provincial crimes—Power of legislature to enact procedure—Competency of defendant to give evidence.

Notwithstanding the reservation of criminal procedure to the Dominion Parliament, the Provincial Legislature has power to regulate and provide for the course of trial and adjudication of offences against its lawful enactment, in this case breaches of the Liquor License Act, even though such offences may be termed crimes; and therefore to regulate the giving of evidence by defendants in such cases, which they have done by R.S.O., c. 61, s. 9, providing that where the proceeding is a crime under the provincial law the defendant is neither a competent nor compellable witness.

DuVernet for the applicant.

J. R. Cartwright, Q.C., for the Crown.

BANK OF BRITISH NORTH AMERICA *v.*

GIBSON.

Equitable assignment—Order for payment of money.

S., the contractor for building a church, being indebted to D. for materials furnished therefor, gave D. the following order on the

trustees, of which they were duly notified: "Pay to the order of D. the sum of \$306 out of certificate of money due to me on the 1st June for materials furnished to above church."

Held, a good equitable assignment of money, due on the 1st of June.

MacBeth for the plaintiff.

Moncrief for the defendant.

ROBERTSON *v.* LONSDALE.

Promissory note—Endorsement—Guarantee of trust—Evidence of.

L., being indebted to R., gave him his promissory note for \$326.57, payable three months after date to R.'s order. Some years afterwards L. conveyed his farm to his son, J.L., on an undertaking or verbal agreement between them that J.L. should pay L.'s debts, including this note. After the conveyance, on R. pressing L. for security, J.L., without R. having endorsed the note, wrote his name on the back thereof, the parties thinking that J.L. thereby rendered himself liable, and he subsequently paid R. \$50 on account. No notice of the arrangement between L. and J.L. was communicated to R., nor any agreement made releasing L. from liability and substituting J.L. as debtor, R. having always considered L.'s liability as subsisting, and on this action sued him as maker and J.L. as endorser.

Held, that no liability was imposed on J.L. (it being admitted that he was not liable as endorser), that he could not be treated as a guarantor, nor as a trustee of the property conveyed, so as to be liable to account to the plaintiff for the amount of the note.

Middleton for the plaintiff.

No one showed cause.

Div'l Court.]

[Feb. 6.

REGINA *v.* WESTLAKE.

Liquors—Selling without license—Evidence of—Costs.

The defendant purchased for \$25, from a duly licensed hotel-keeper, the day's receipts of the bar, and at the close of the day was paid over such receipts.

Held, that a conviction against the defendant for selling liquor without a license could not be