

Q.B.]

NOTES OF CASES.

[Q.B.]

HAMILTON V. HARRISON.

Chattel Mortgage—Affidavit—Consideration—Growing crops.

The affidavit of the mortgagee in a chattel mortgage appeared to be sworn before "J. B. F." without the words, "a commissioner," &c. The affidavit of execution contained these words. *Held*, that the former affidavit was good.

It appeared in evidence that the amount actually due was less than that stated in the mortgage, and the judge at trial having non-suited the plaintiff,

Held [ARMOUR, J., dissenting], that the non-suit was wrong, as the consideration was not one of law, but for the jury, whether there was fraud or not.

The mortgage covered growing crops.

Held [ARMOUR, J., dissenting], that such a subject was not within the Act, being incapable of delivery or change of possession.

G. A. McKenzie, for plaintiff.

McGillivray, contra.

BAILLIE V. DICKSON.

Promissory note—Note of dishonour.

A notary at Montreal protested a note upon which the defendant, an attorney at Belleville, was endorser. The notary, not being able to read the defendant's signature, made an imitation of it upon the notices and in the address of the letter which was addressed to "Belleville P.O.," in the Province of Ontario. The defendant constantly received letters from the Belleville Post Office. There was proved to be a Belleville in New Brunswick. Other notes, with his endorsement thereon, had been protested by the same notary. The defendant swore that he had never received the notice; but his clerks, who were accustomed to take his morning letters from the Post Office, were not called. The notice to another endorser, addressed to "Belleville P.O.," was received by him.

Held, [CAMERON J., dissenting] that if the imitation of the defendant's signature put upon the notice addressed to Belleville was an exact imitation of defendant's signature upon the note, and such notice was posted at Montreal,

it would have been sufficient, whether it reached its destination or not.

New trial granted, [ARMOUR J., dissenting.]

Bethune, Q. C., for plaintiff.

Ferguson, Q. C., for defendant.

VACATION COURT.

Wilson, C. J.]

[June 4.]

IN RE GALLERNO AND THE TOWNSHIP OF ROCHESTER.

By-law—Publication of—Adjoining municipality.

A proposed by-law of the Township of Rochester was published in a newspaper in the Town of Windsor, which is, for all practical purposes, other than judicial and municipal business, the County Town of Essex, in which the Township of Rochester lies. There was no newspaper published either in Rochester or in Sandwich, the County Town, or in the next adjoining municipality; but there were several published in several small villages, which were nearer the Township of Rochester than was the Town of Windsor, but the circulation of these papers was much smaller in Rochester than was that of the Windsor paper.

Held, that the publication was sufficient; since, if the meaning of the words "adjoining local Municipality," as used in 42 Vict., cap. 31, sec. 21, were restricted to "next adjoining," etc., it would be impossible to publish the by-law; and it did not form sufficient ground of objection that there were other papers published a few miles nearer to Rochester than Windsor.

H. J. Scott, for the Rule.
Aylesworth, contra.