

Q. B.]

NOTES OF CASES.

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his title from one S., then in possession, and who with others had been in possession over 20 years. In 1867 S. sold to defendant.

Held sufficient to take the case out of the statute of limitations.

Patterson, for plaintiff.

Kerr, for defendants.

RE ATTORNEYS.

Costs—Delivery of bill.

In an order made in chambers for delivery of bills of costs the attorneys having strenuously denied any liability, the order provided "that the costs thereof" (*i.e.* of the delivery of the bills and of the application therefor) "abide the result of the taxation."

Held, on appeal, that the words quoted should be struck out.

Donovan, for applicant.

Osler, for attorneys.

BULLIVANT V. MANNING.

Sci. fa.—Public Company—Conditional agreement to take Stock.

Action against defendant as a shareholder of unpaid stock of the T. G. & B. Ry., by a creditor of the company. The defendant pleaded that he was only to become a shareholder on his obtaining a certain contract, which he never did obtain, and that he had never been recognized or treated as a shareholder by the Company.

Held, on demurrer, a good defence—affirming the judgment of MORRISON, J.

Robertson, for plaintiff.

Ferguson, Q.C., for defendant.

RE BAIRD & ALMONTE.

Quashing By-Law to grant a Bonus—Interest of Municipal Councillors.

The village of Almonte passed a by-law granting \$10,000 bonus to a Furniture Co., subject to the condition that no debentures should be given the Company till satisfactory evidence was given the Council that the Company was in *bona fide* working operation, and of being an institution otherwise worthy of the bonus, and also evidence of having a paid up capital of \$35,000. When first read, four out of the five councillors were shareholders, and when passed the same number of councillors were shareholders.

Held, affirming the decision of HAGARTY, C.J., that the by-law was illegal by reason of the interest of the majority of the Council in the Company.

Bethune, Q.C., and *Osler*, for appellants.

J. K. Kerr, Q.C., and *Mulock*, for respondents.

FITZGERALD ET AL. V. JOHNSTON ET AL.

Chattel Mortgage—Description of property.

The special case having been amended and the chattel mortgage and schedule referred to in it submitted to the court, the judgment of GALT, J., reported ante p. 87 was reversed.

Meredith, for plaintiff.

H. Ferguson, for defendant.

TURNER V. DEWAN.

Ejectment—Evidence—Entries in cash book.

The plaintiff proved a paper title at the trial. The defendant claimed by length of possession, and the plaintiff, in proving payment of rent by the defendant, produced a cash book of a former owner T., in which were entries alleged to be of quarterly payments of rent. The entries shewed regular payments of \$3 quarterly during two years by one D., under whom defendant claimed, but did not show on what account they were paid.

Held, that the entries in question were, *prima facie*, entries made by T. against his interest, and so admissible to corroborate other testimony on this point.

Held, also, apart from this, that on the evidence the plaintiff was entitled to succeed.

M. C. Cameron, Q.C., for plaintiff.

C. Robinson, Q.C., for defendant.

DRIFILL, ASSIGNEE, & C. V. McFALL.

Promissory Notes—Trove—Vendor's lien.

One C., an insolvent, of whom the plaintiff was assignee, &c., shortly before the issue of a writ of attachment sold his mill property to one G for the sum of \$8,500 taking a mortgage on the property for \$6,000, and two joint notes of G. and one M. for \$1,500 (on which \$500 were paid), and \$1,000 respectively. These notes were before the issue of the writ of attachment handed by the insolvent to defendant to keep for him, defendant at the time knowing the insolvent to be embarrassed.

To the assignee's demand, defendant denied that he held the notes and disavowed any knowledge of them, but he had meantime sent them to his brother at the insolvent's request. Both makers were worthless.

Held, that there being no special circumstances shewn, there was no vendors lien in respect of the notes. *Held* also that defendant was guilty of a conversion of the notes, but upon their being brought into court the verdict was reduced to one shilling damages.

McCarthy, Q.C., for plaintiff.

Osler, contra.