COUNTY COURT OF NORTHUMBERLAND AND DURHAM.

NEILL v. DUMBLE.

Altered note—Consideration.

An action on a cheque made by defendant in favour of plaintiff, given to retire a note endorsed by defendant alleged to have been altered by the maker, Henry Smith, by addition of the words "with interest at eight per cent."

R. W. Wilson and *W. R. Riddell*, for plaintiff.

J. W. Kerr, for defendant.

CLARKE, Co. J.,—*Held*, that the evidence showed that the note had not been tampered with, but that in any event the surrender of the note to the endorser was a good consideration for the cheque.

BRAUN v. GILDERSLEEVE ET AL.

Consequential damages.

An action in tort for being carried by the steamer *Norseman* past Cobourg to Port Hope and landed there on a ticket marked "Cobourg." Plaintiff suffered severely from the ill-treatment received. The jury brought in a verdict for $53.

R. W. Wilson, for plaintiff.

J. W. Kerr, for defendant.

CLARKE, Co. J., reduced this verdict to $3, holding that consequential damages could not be awarded.

RECENT ENGLISH PRACTICE CASES.

WALMSLEY v. MUNDY.

Receiver — Reference to Master — Appeal — Queen's Bench Division.

The plaintiff having obtained judgment was, by an order made at Chambers, appointed receiver of the rents of some houses belonging to the defendant; the order was made without prejudice to prior incumbrances. G. having applied to discharge the order appointing the receiver on the ground that he was a second mortgagee under a deed executed by the defendant before the judgment in the action, the Queen's Bench Division referred the question as to the validity of G.'s mortgage to a Master, who, after hearing evidence, reported that the mortgage was a sham and had been executed in order to defeat the defendant's creditors. The Queen's Bench Division declined to review the evidence upon which the Master had acted, accepted his report as conclusive, and refused G.'s application.

Held, that inasmuch as the receiver was appointed under an equitable jurisdiction now vested in the Queen's Bench Division, the evidence before the Master might have been reviewed, and the Court of Appeal being of opinion on the evidence that the mortgage had been executed in good faith, discharged the order made at Chambers, whereby the plaintiff was appointed receiver.

[13 Q. B. D. 807.

BAGGALLAY, L.J.—The report of the Master would have been liable to review in Equity. In Courts of Common Law it has not been the practice to review the report of the Master; but it can hardly be argued that there is not power. I should have regretted to hold that no appeal would lie against the report of the Master; but, I should, of course, be bound by the weight of existing authority; this, however, is an equitable proceeding, and equitable proceedings must be adopted as a whole. The judges of the Queen's Bench Division ought themselves to have reviewed the evidence, or at least to have referred the matter back to the Master for additional consideration.

BAILEY v. BAILEY.

Imp, O. 14, r. 1 (1883)—O. J. A., rule 80.

Order to sign final judgment—Alimony pendente lite—Debt or liquidated demand.

An order to sign final judgment will not be made under the above rule when the action is for arrears of alimony *pendente lite*, payable under an order of the Probate and Divorce Division.

[13 Q. B. D., 855.

NOTES OF CANADIAN CASES.

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CHANCERY DIVISION.

Ferguson, J.] [Dec. 20, 1884.

CANADIAN LAND & EMIGRATION CO. v. MUNICIPALITY OF DYSART ET AL.

Injunction—Court of Revision—Fraud—Jurisdiction—Costs—Stay of proceedings pending an appeal.

Motion for an injunction to restrain the Court of Revision of the Municipality of Dysart from raising the assessment of the plaintiffs'