

Q. B. Div.]

NOTES OF CANADIAN CASES.

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GRANT V. EASTON.

Imp. (1883), O. 3, r. 6—O. 14—*Ont. Rules* 14, 80.*Foreign judgment—Writ specially indorsed—Leave to enter final judgment.*

In an action on a foreign judgment in which the writ of summons has been specially indorsed, the plaintiff may obtain an order empowering him to sign final judgment.

[L. R. 13 Q. B. D. 302.]

BRETT, M. R.—“An action upon a foreign judgment may be treated as an action in either debt or assumpsit, the liability of the defendant arises upon the implied contract to pay the amount of the foreign judgment.”

NOTES OF CANADIAN CASES.

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QUEEN'S BENCH DIVISION.

MARA V. COX ET AL.

Broker—Pledge of Stock—Sale by Pledge.

Plaintiff, a broker, pledged stock with defendants, brokers, for advances, plaintiff's object being to buy stock largely and hold it for a rise in the market, and it was agreed that if plaintiff was in default for interest, or in keeping up margins, defendants could sell stock on two days' notice. Defendants being in need of the stock used it. Subsequently defendants alleged plaintiff was in default, and plaintiff being ignorant of the disposition of his stock gave defendants his notes for amount claimed by them, and afterwards ascertained that his stock had been sold. Defendants pleaded the custom of brokers as to their right to sell the stock. *Held*, custom not proved, nor would it be valid. That the parties might agree to be bound by such a manner of dealing, but in this case no such agreement was proved. *Held*, also, that defendants might lawfully have repledged to enable them to raise their advances to plaintiff, but that the sale and other disposition by them without notice to plaintiff, and without default on his part, were

wrongful, and entitled plaintiff to recover the prices at which defendants sold the stock.

Osler, Q. C., and *Nesbitt*, for plaintiff.*S. H. Blake*, Q. C., and *Kerr*, Q. C., contra.

Rose, J.]

SLATER V. ANTHONY.

Sheriff—Interpleader—Abandonment—Attachment.

Under *fi. fa.* in *McLean v. Anthony*, the sheriff, on 17th April, 1883, having seized defendant's goods, sold same to Ferguson, rent being then overdue to landlord. Ferguson did not remove goods, but by agreement between sheriff, landlord and Ferguson, latter retained enough to pay rent. Ferguson then sold goods to E., who was to pay rent, with a further amount which subsequently accrued. Defendant then surrendered term and E. became tenant. On 23rd April, *fi. fa.* in *Slater v. Anthony* being placed in sheriff's hands, he seized same goods between 21st May and 23rd June, E. claiming goods, sheriff interpleaded, the result of which was in Slater's favour. Pending interpleader, sheriff allowed landlord's bailiff, who also claimed goods for taxes, to sell them and pay rent and taxes. It turned out that sheriff took no security for goods, and E. was worthless.

Held, sheriff liable to attachment on motion of execution creditor.

BROWN V. NELSON.

Contract—Part performance—Rescission.

Plaintiff agreed to buy from defendant seventy-six shares of a certain company's stock, held by him as representing one B.'s estate, plaintiff giving his note to defendant for the amount of the shares, and at his request pledging the shares with forty-four others to a bank note, discounted the note. Defendant, who controlled the company, was to retain plaintiff as managing director of the company at a fixed stipend. Defendant retired the note when due and took an assignment of the stock. Plaintiff, being dismissed from his position, sued for a return of the forty-four shares, as the object of the pledging of them had been attained, and a return of the note, and to be relieved of the purchase of the seventy-six shares, as the condition of the purchase (his being kept in office) had been broken.