

The police magistrate for the county of Brant, whose commission did not include the city of Brantford, convicted the defendant of an offence against the Canada Temperance Act, committed at a place in the county, outside of the city. The information was laid, the charge was heard and adjudicated upon, and the conviction was made, in the city of Brantford.

*Held*, that the magistrate had no jurisdiction to adjudicate in the city of Brantford; and that what he did was not authorized by 41 Vict. c. 4, s. 9 (O.).

The conviction was before the Act 50 Vict. c. 2, s. 7 (O.).

*Irving, Q.C., Moss, Q.C., and Delamere*, for the Crown.

*Mackenzie, Q.C.*, for the defendant.

Street, J.]

[Feb. 27.

WICKENS v. McMEEKIN.

*Principal and surety—Limited term of employment of principal—Subsequent extension—Construction of bond—Estoppel.*

M. having been employed by the plaintiff as a sub-agent in the collection of money, etc., the defendants gave the plaintiff a bond to secure him against loss through M. The bond recited the appointment of M., and was conditioned that if M. should from time to time, and at all times thereafter, account and pay to the plaintiff, etc., and at all times during such period as he should act as agent, etc., by all sums received, etc., to the plaintiff, then the obligation to be void. M.'s appointment was made before the date of the bond, and was only till the 31st December, 1884; but the defendants were not aware when they executed the bond, nor at any time afterwards till the trial of this action, that M.'s appointment was for a limited time. M., by subsequent arrangement, continued to act as agent after the year 1884, and the only defalcations committed by him were in November and December, 1886.

*Held*, notwithstanding the want of knowledge on the part of the sureties that the appointment recited in the bond must be taken to have referred to the appointment made before its date, and that the creditor and the principal could not, by an arrangement made

after the liability of the sureties was created, be allowed to extend that liability beyond the period which originally formed its limit. The words found in the condition which would apply to the extended period did not justify the position that the sureties must have contracted with a view to a subsequent extension.

A letter was written by one of the sureties to the plaintiff on 17th December, 1886, in which he notified the plaintiff that from that date he withdrew his suretyship.

*Held*, that this could not estop the surety from denying his liability; and, even if it was to be read as showing that the surety assented to the continuation of the employment of M., it was immaterial.

*Kitson v. Julian*, 4 E. & B. 854, and *Sunder-son v. Aston*, L. R. 8 Ex. 73, followed.

*Robinson, Q.C., and J. P. Galt*, for the plaintiff.

*Moss, Q.C., and A. D. Cameron*, for the defendants.

*Practice.*

Street, J.]

[Feb. 7.

BANK OF HAMILTON v. BAINE.

*Reference—C. L. P. Act, s. 197—Powers of Local Master—Absconding Debtors' Act, ss. 8 and 9.*

Local masters have no greater powers in matters coming before them in Chambers, under the jurisdiction given them by the Ontario Judicature Act and 48 Vict. c. 13, s. 21, than those conferred upon the Master in Chambers, and from these powers the power of referring causes under the Common Law Procedure Act is excepted. A local master has, therefore, no power to make an order to proceed against an absconding debtor, upon default, after service of the writ of attachment, where such order contains a clause directing a reference under s. 197 of the Common Law Procedure Act. It is intended by ss. 8 and 9 of the Absconding Debtors' Act that only one order shall be made under which the plaintiff may proceed to judgment, and, therefore, where an order of reference is necessary, the order to proceed must be made by a judge who has jurisdiction to refer causes. The ex-