

Rose, J.]

[Nov. 6, 1900.

ARMSTRONG v. MERCHANTS' MANTLE MANUFACTURING CO.

Company—Cause—By-law—Time for payment of—Forfeiture of stock.

Under s. 35 of R.S.O. (1897) c. 191, stock may be forfeited, where the amount payable on a call for stock is not paid within the time limited by special Act incorporating the company, or by the letters patent, or by a by-law of the company.

Where therefore, no time was limited in the statute, or letters patent, or in the by-law making the call, such call was held to be illegal, and an attempted forfeiture of the stock ineffectual.

Gibbons, Q.C., for plaintiff. A. Mills, for defendant.

Rose, J.]

STRUTHERS v. HENRY.

[Nov. 7, 1900.

Guarantee—Duration of.

Where a guarantee given by the defendant to the plaintiff was that in consideration of his endorsement for one F. of certain promissory notes given by him for the purchase of a bankrupt stock, he, the defendant would guarantee the due payment of such notes at maturity, provided he was not called upon to pay in all more than \$2,000, the effect thereof was that it was to continue in force to the full extent of \$2,000, until the last of the notes was paid; and that the defendant could not before such event relieve himself from liability by transmitting to the plaintiff \$2,000, which he had received from F., being the proceeds of a portion of the stock.

Gibbons, Q.C., for plaintiff. J. J. Scott, for defendant.

Rose, J.]

[Nov. 8, 1900

AGRICULTURAL SAVINGS & LOAN COMPANY v. LIVERPOOL,
LONDON & GLOBE INSURANCE COMPANY.

Insurance—Prior insurance—Non-instalment of prior insurance—Renewal of policy—Effect of.

Where at the time of effecting an insurance against fire, there was a prior insurance in force, and no statement thereof was made, either in the application or policy issued thereon, the renewal of such policy without any such statement being then made, such prior insurance having then expired, does not validate the policy, for the renewal constitutes merely a continuation of the policy, and not a new insurance.

Bayley, Q.C., and R. A. Bayley, for plaintiffs. Riddell, Q.C., and A. Hoskin, Q.C., for defendants.

Divisional Court.]

HIGHLAND v. SHERRY.

[Nov. 26, 1900

Patent—Locatee—Improvements—Claim for.

On an application being made for the patent on certain lands, a claim was made by the defendant, who had married the wife of the locatee and