Held, that the conviction was bad on its face, for it was not said that the dogs were "known by the owner to be accustomed to pursue deer."

The evidence taken by the Magistrate was that of a witness who said he saw the defendant's "deer dogs at large in the defendant's premises, in the vicinity where deer are known to inhabit."

Held, that the Court could not be satisfied upon such evidence that an offence of the nature described in the conviction had been committed, and therefore the conviction should not be amended under s. 889 of the Criminal Code.

The statute requires it to be established that the particular dogs were accustomed to pursue deer, and that the owner knew it, and not merely that they were of a breed accustomed to pursue deer.

And the evidence was not sufficient to show that the dogs were permitted to run at large.

The conviction was quashed, but without costs, and with the usual order of protection, because the defendant had made an unsuccessful attack upon the *bona fides* of the magistrate and private prosecutor.

Aylsworth, Q.C., for the defendant.

J. R. Cartwright, Q.C, for the magistrate and prosecutor.

MEREDITH, C. J.
ROSE, J.

Jan. 11.

TRUSTS CORPORATION OF ONTARIO *v.* HOOD.

Principal and surety—Assignment of mortgage—Covenant—Construction—Extension of time—New mortgage—Reservation of rights—Agreement—Parol evidence.

In a deed of assignment of a mortgage the assignor covenanted with the assignee that the mortgage money and interest should be duly and regularly paid.

Held, that the assignor was a surety for the mortgagor for the payment of the mortgage money and interest.

Darling v. *McLean*, 20 U.C.R. 372, followed.

Gordon v. *Martin*, Fitz. 302, and *Guild* v. *Conrad*, (1894) 3 Q.B. 885 distinguished.

The original mortgagor conveyed his equity of redemption to W., who covenanted to pay the mortgage debt and interest. After maturity, and when the whole of the mortgage moneys were in arrears, W. applied to the assignee of the mortgage to reduce the rate of interest, which the latter agreed to do, and thereupon a new mortgage was given by W. to him to secure the principal money, which was made payable in four years, with interest at the reduced rate. No discharge of the original mortgage was given; the assignee refused to release it, saying that he "would reduce the interest because he had no hold on W. on the first mortgage, and that he would still hold on to" his assignor for the deficiency.

Held, that parol evidence of a reservation of rights against the surety was admissible, and upon the evidence, the assignee did so reserve his rights as to prevent the extension of time given by the W. mortgage from operating to discharge the surety.