

came into existence upon the finishing of the work.

Cumberland v. Kearns, 18 O. R. 151, 17 A. R. 281, commented on and distinguished. *Re Graydon and Hammill*, 199.

Crown patent—Construction—Land described as "north part" of lot—Uncertainty.—See CROWN LANDS, 2.

See HUSBAND AND WIFE, 1, 2, 3, 5.

SEDUCTION.

1. *Mother of plaintiff in absence of the father from the Province—Locus standi—Common law right of action—Demurrer—R. S. O. 1887, ch. 58.*—*Held*, on demurrer to a statement of claim in an action of seduction that the mother of the girl seduced, suing as her mistress, had a sufficient common law right to bring the action, in the absence from the Province of the girl's father.

Held, also, that R. S. O. 1887, ch. 58, "An Act respecting the Action of Seduction," is only an enabling Act enlarging the right to maintain the action, under circumstances which would not be sufficient at common law. *Gould v. Erskine*, 347.

SESSIONS.

1. *Conviction—Appeal to Sessions—Dismissal of appeal with costs—Certiorari—Right to—Witness fees—Power to allow—Defendant—Admissibility of evidence of.*—Where an appeal to the Sessions is dismissed without being heard and determined on the merits there is no power to impose costs.

Re Madden, 31 U. C. R. 333, followed.

When a notice of appeal is given for the wrong sessions, and the appeal is not heard on the merits, the right to *certiorari* is not taken away by sec. 84, R. S. C. ch. 178.

Section 58 of the same Act authorizes justices of the peace to allow witness fees.

On appeal to the Divisional Court, a conviction for unlawfully and maliciously pointing a loaded firearm at a person, was quashed on an objection taken for the first time, that the defendant who was called as a witness at the trial, was not a competent or compellable witness.

Regina v. Hart, ante, p. 611, followed. *Regina v. Becker*, 676.

SOLICITOR.

1. *Solicitor's lien—Costs of actions to restrain sale of estate—Lien upon estate in hands of assignee—Absence of fund upon which lien could attach—Costs.*—Two actions were brought by a trader, to restrain proceedings under a chattel mortgage against the trader's stock of goods, and interlocutory injunctions were granted, but the actions were not carried further. The chattel mortgages brought an action to recover the mortgage money and to restrain the mortgagor from selling the goods, whereupon the latter made an assignment for creditors, and, by arrangement in that action, the goods were sold; by the assignee, and payment was made in full to the mortgagee for debt, interest, and costs of that action, after notice and without objection on the part of any of the creditors or of the solicitor who conducted the actions brought by the trader.