

Ct. Ap.]

NOTES OF CANADIAN CASES.

[Ct. Ap.]

Act, to sign final judgment. He filed affidavit of plaintiff, and cited section 77 of the Judicature Act.

*W. H. Jones* showed cause, contending that the County Judge has no jurisdiction to take such a matter in the Division Court

*McDONALD, Co. J.*—In my judgment the provisions of the Judicature Act extend to any Division Court matter in which the machinery of that Court will enable effect to be given to them. The order allowing plaintiff to sign final judgment for the amount of his claim and costs will go—with permission to him to issue immediate execution upon such judgment.

### NOTES OF CANADIAN CASES

PUBLISHED IN ADVANCE BY ORDER OF THE  
LAW SOCIETY.

#### COURT OF APPEAL.

[Dec. 11, 1883.]

#### COURT V. WALSH.

##### *Mortgage—Insolvency—Limitations.*

*Held*, affirming the judgment of *Boyd, C.* in *1 O. R., 167, Spragge, C. J. O.*, dissenting, that the fact of a mortgagor becoming insolvent and an assignee in insolvency having been appointed, does not stay or suspend the running of the Statute of Limitations, so as to keep alive the claim of the mortgagee.

*Bethune, Q.C.*, and *Clute*, for the appellant.

*MacLennan, Q.C.*, and *Biggar*, for respondent.

#### VANVELSOR V. HUGHSON.

The judgment of the court below (reported 45 U. C. R., 252) was affirmed, without costs, the plaintiffs having failed at the first hearing of the case to prove a link in the title set up by them, but which they subsequently established.

*Robinson, Q.C.*, for appellant.

*C. R. Atkinson*, for respondent.

#### THOMPSON V. TORRANCE.

An appeal against the decree of the Court of Chancery pronounced by *Blake, V. C.* (28 Gr. 253), dismissed with costs, there being an equal division of this court on the effect of the evidence adduced in the case.

*Robinson, Q.C.*, for appellant.

*McCarthy, Q.C.*, *Mortimer Clark* and *W. Cassels*, for respondent.

#### KEEFER V. MCKAY.

The court being equally divided as to the proper construction of the will and Act of Parliament in this case set out 29 Gr. 162, the appeal against the judgment there reported was dismissed with costs.

*Bethune, Q.C.*, and *Ormully*, for the appellant.

*MacLennan, Q.C.*, *S<sup>r</sup> H. Blake, Q.C.*, *Black* and *Plumb*, for other parties.

#### PROVINCIAL INSURANCE CO. V. WORTS.

An appeal from the judgment of the Court of Common Pleas (31 C. P., 523) was dismissed with costs, in consequence of an equal division of the members of the Court of Appeal.

*Bethune, Q.C.*, *S. H. Blake, Q.C.*, and *Biggar*, for appellants.

*Robinson, Q.C.*, and *H. W. Murray*, for respondents.

#### FULTON V. U. C. FURNITURE CO.

##### *Contract by letter.*

"In order to convert a proposal into a promise, the acceptance must be absolute and unqualified." When therefore the plaintiffs had agreed to supply the defendants with 100,000 feet of lumber subject to inspection, the defendants in a subsequent letter assumed that this was to be "American inspection," and the plaintiffs answered, "We do not know anything about American inspection, but will submit to any reasonable inspection," and no formal waiver of the inspection claimed by the defendants was made, neither was there any agreement by the plaintiffs to submit to such inspection:

*Held* (reversing the judgment of the court below, 32 U. C. C. P. 422), that there had not been shewn "a clear accession on both sides to one and the same set of terms," and that a concluded and binding agreement had not been made out between the parties.

*Robinson, Q.C.*, and *Crothers*, for appeal.

*F. Hodgins*, contra.