

From ROBERTSON, J.]

[Jan. 12.

TENNANT v. MACEWAN.

*Bankruptcy and insolvency—Assignments and preferences—Assignee's commission and expenses—Deputy resident out of Ontario, R.S.O., c. 124, s. 3, sub-sec. 6.*

Where an assignment for the benefit of creditors is made by a resident of Ontario to an assignee residing in Ontario, but all the work in connection with the assignment is done by the assignee's partner residing in Montreal, the assignee cannot recover as against the assignor or retain out of his estate any commission or expenses.

Judgment of ROBERTSON, J., affirmed.

Geo. Kerr and N. W. Rowell, for the appellant.

H. D. Gamble and H. L. Dunn, for the respondent.

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HIGH COURT OF JUSTICE.

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FALCONBRIDGE, J.]

[Oct. 28, 1896.

ATKIN v. CITY OF HAMILTON.

*Railway—Highway crossing—Accident—Damages.*

Where a highway in a city was crossed by a railway, the rails being raised some two feet above the sidewalk, the part between the rails being filled in with broken tiles over which loose boards were placed, and the plaintiff, in attempting to get over the crossing to reach her destination at a point beyond the tracks—the street in question being the only mode of access thereto—slipped, and was injured, the railway company were held liable therefor.

Kecchie v. Corporation of Toronto, 22 A.R. 371, distinguished.

J. W. Nesbitt, Q.C., and John Greer, for the plaintiff.

Carscallen, Q.C., for the defendants.

STREET, J.]

[Nov. 10, 1896.

SMITH v. EAGEN.

*Receiver—Share of deceased wife's estate—Execution debtor.*

At the instance of execution creditors, who had an unsatisfied judgment against a debtor, a receiver was appointed to receive the debtor's share of his deceased wife's estate, as to which he was the administrator: and an injunction was granted restraining him from transferring, interfering or dealing with his said share until the further order of the Court.

Macdonald, Q.C., for the plaintiffs.

Douglas Armour, for the defendant.

STREET, J.]

[Nov. 13, 1896.

PATCHING v. SMITH.

*Landlord and tenant—Rent payable in advance—Breach of covenant not to assign without leave—Damages.*

Where, a couple of days prior to the accruing due of a quarter's rent payable in advance, the lessee assigned without the lessor's leave, in an action for