

DIARY FOR OCTOBER.

1. Tues....County Court Non-Jury Sittings except in York. Maritime Court sits. William D. Powell, 5th C.J. of Q.B., 1818.
2. Sun....*Stateenth Sunday after Trinity.*
7. Mon....County Court Sittings for Motions, except in York. Henry Alcock, 3rd C.J. of Q.B., 1802. R. A. Harrison, 11th C.J., of Q.B., 1875.
12. Sat....County Court Sittings for Motions, except in York. end. Columbus discovered America, 1492.
13. Sun....*Seventeenth Sunday after Trinity.* Battle of Queenston, 1812. Lord Lyndhurst died, 1863 at. 92.
15. Tues....English law introduced into Upper Canada, 1793.
18. Fri....St. Luke.
19. Sat....County Court Sittings for Motions in York end. Last day for notices for Prim. Exam.
20. Sun....*Eighteenth Sunday after Trinity.*
21. Mon....County Court Non-Jury Sittings in York. Battle of Trafalgar, 1805.
22. Tues....Supreme Court of Canada sits.
23. Wed....Lord Lansdowne, Governor-General, 1881.
27. Sun....*Nineteenth Sunday after Trinity.* Hon. C. S. Patterson, appointed Judge of Supreme Court, 27th October, 1888. Hon. Jas. MacLennan appointed Judge of Court of Appeal, 27th October, 1888.
29. Tues....Primary Examinations.
31. Thu....Admission of graduates and matriculants. All Hallows' Eve.

Early Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE
FOR ONTARIO.

COURT OF APPEAL.

MACLENNAN, J.]

HAY & BURKE.

Bills and notes—Notice of dishonour—To what place to be addressed—Place designated under signature—R.S.C., c. 123, s. 5.

Where it is intended to designate under the provisions of R.S.C., c. 123, s. 5, a place to which notice of dishonour may be sent other than the place at which the bill or note is dated, it is sufficient if the name of a place is written under or beneath the signature of the party. "Under his signature" does not mean that the name of the place must be written by the party's own hand; it may be written by another person if that other person had in any manner any kind of authority from the party to write it.

Where a place had been so designated, the holder of the instrument may send notice to the party's place of residence or place of business.

Cosgrave v. Boyle, 6 S.C.R., 165, considered and applied.

Judgment of the First Division Court of Wentworth affirmed.

MacKelcan, Q.C., for the appellant.

G. F. Shepley for the respondent.

[June 29.

MCDONALD & JOHNSTON.

New trial—Trial without a jury—Rejection of evidence.

This was an appeal by the plaintiff from the judgment of STREET, J.

The action was brought to set aside a conveyance made by the plaintiff in favour of the defendant, and in the statement of claim it was charged that the conveyance in question was never executed or delivered by the plaintiff, but that the alleged execution thereof was obtained by the defendant's fraud, and that the plaintiff signed the conveyance thinking that he was signing another instrument relating to the estate of his deceased wife. There was also a general charge that the execution of the conveyance had been obtained by the fraud and undue influence of the defendant, but there were no specific allegations as to the nature of the fraud or undue influence. The statement of defence was a mere general denial of the allegations set out in the statement of claim. At the trial the plaintiff tendered evidence as to the defendant having induced him to drink to excess about the time of the transaction in question; as to the plaintiff's want of education or business capacity and other evidence of that nature, and also evidence as to the position of the wife's estate and as to the transactions between the parties in connection with it, but the learned Judge ruled that this evidence could not be introduced under the general allegations contained in the statement of claim, and at the end of the case gave judgment in favour of the defendant.

The plaintiff appealed, and the appeal came on to be heard before this Court (HAGARTY, C.J.O., BURTON, OSLER, and MACLENNAN, J.J.A.) on the 23rd and 27th of May, 1889.

The Court were of opinion that the exclusion of evidence had been pushed too far, and that for a proper determination of the real merits of the case it would be advisable to admit evidence of every circumstance, declaration, or negotiation between the parties, which could throw any light on conduct or motive, and they ordered a