The Canada Law Journal.

Vol. XXVI.

APRIL 1, 1890.

No. 6.

The Court of Appeal closed its March sittings on March 26th, after having disposed of nearly all the cases on the list. We are glad to see that all arrears up new cases at its next sittings on May 13th.

The Law Society Examinations before Easter Term will take place on the following dates: Law Society Examinations—First intermediate, May 6th; Examinations in Italian in Law School—First year, May 13th; Barrister, May 14th. Honors and Scholarships, May 10th. The following statutes are prescribed by With Common Law and Equity—R.S.O. (1887), c. 44, ss. 20 to 54. With R.S.O. (1887), c. 122, ss. 1 to 12, and c. 123. With Real Property, S.O. (1887), c. 100, 102 and 108.

In Canada Permanent v. Teeter, lately before the Common Pleas Division Court, the effect of R.S.O. (1887), c. 102, s. 30, was considered. This section provides that he of the control of the that no other proceedings shall be taken, without leave obtained from a Judge of the H:... the High Court or County Court, after the mortgagee has given notice demanding here. ing payment of the mortgage moneys, or any part thereof, or declaring his intention to proceed under the power of sale in his mortgage pursuant to the condition dition or proviso therein contained, until after lapse of the time mentioned in the said notice. In the above case the mortgage contained a proviso for possession after the contained and the contained approviso for possession and the contained approviso for possession and contained approvisor and two months default, and also a power of sale without notice on default for the defendant with notice requiring payment forthwith, and also declaring an intent: intention of exercising the power of sale. Before the time mentioned in the notice of sale for exercise of the power had elapsed, the plaintiffs issued a writ against the defendance of the power had elapsed the plaintiffs issued a writ against the defendance of the mortgaged premises. defendant, who was in possession, to recover possession of the mortgaged premises.

At the contract that the above section of At the trial it was contended on behalf of the defendant that the above section of the Months and the first of the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the above section of the Months are the defendant that the defendant th the Mortgage Act applied, and that the plaintiffs could not "take further proceedings upon contained in the mortgage until after the ings upon any clause, covenant or provision contained in the mortgage until after the apse of the time at or after which the power of sale was to be exercised, unless and