ONTARIO.]

BURGESS v. CONWAY.

Sale of land—Consideration in deed—Evidence—Sale of land, or of equity of redemption.

B. sold to C. a lot of land mortgaged to a loan society, claiming that it was a sale of the land for $1,400. C. claimed that it was merely a sale of the equity of redemption for $104.50 which B. had accepted as the amount due him, according to the representation of C. who had figured it out, B. being incapable of figuring it himself. In the deed executed by B. the consideration was declared to be $1400. C. paid off the mortgage for $1081. In an action to recover the difference:

HELD, Taschereau and Gwynne, JJ., dissenting, that the deed itself would be sufficient evidence of a sale of the land for $1400, in the absence of proof of fraud or mistake, and B. was entitled to recover the difference between that sum and the amount paid on the mortgage less the sum already paid.

Moss, Q.C., for appellants.

Robinson, Q.C., for respondents.

QUEBEC.]

THE MAGOG TEXTILE & PRINTING COMPANY v. DOBELL.

Joint stock company—31 *Vict. ch.* 25 (*P. Q.*)—*Action for calls—Subscriber before incorporation—Allotment—Non-liability.*

D. signed a subscription list, undertaking to take shares in the capital stock of a company to be incorporated by Letters Patent under 31 Vic. ch. 25 (P.Q.), but his name did not appear in the notice applying for Letters Patent incorporating the Company. The Directors never allotted shares to D. as required by 31 Vic. ch. 25, sec. 25, and he never subsequently acknowledged any liability to the company.

In an action brought by the company against D. for calls due on the company's stock:

HELD, affirming the judgment of the Court of Queen's Bench, Quebec (9 Leg. News, 348), that D. could not be held liable for calls on stock.

Appeal dismissed with costs.

Bossé, Q.C., and *Béique, Q.C.*, for appellants.

Irvine, Q.C., and *Stuart*, for respondents.

ONTARIO.]

MCLEAN v. WILKINS.

Mortgagor and mortgagee — Assignment of mortgage—Purchase of equity of redemption by sub-mortgagee—Sale of same—Liability to account.

M., executor of a mortgagee, assigned the mortgage to C, who brought suit for foreclosure, but settled such suit by assigning the mortgage to H., one of the defendants. Prior to this the mortgage had been deposited with H. as collateral security for a loan to M. H. then purchased the equity of redemption, which he sold for a sum considerably in excess of the claim of C. and his own claim. In a suit by H. to foreclose M's interest:

HELD, reversing the judgment of the Court of Appeal (13 Ont. App. R. 467), and restoring that of the Common Pleas Division (10 O. R. 58), that H., as sub-mortgagee, was bound to account to M. for the proceeds of the sale of the equity of redemption.

Blake, Q.C., and *Cassels, Q.C.*, for appellants.

Moss, Q.C., for the respondents.

COUR DE CIRCUIT.

FRASERVILLE, 22 septembre 1887.

Coram CIMON, J.

BLAIS v. JULIEN.

Exécution—Portraits de famille—Insaisissabilité.

JUGÉ:—*Que les portraits de famille sont insaisissables.*

CIMON, J.—Parmi les objets que le demandeur a fait saisir chez le défendeur se trouvent des portraits de famille. Le défendeur-opposant prétend qu'ils sont insaisissables. Le code de procédure ne les exempte pas nommément de saisie. Mais il est certain qu'en outre des objets que le code spécialement soustrait à la saisie, il y en a encore, bien qu'il n'en parle pas du tout, qui, cependant, à cause de leur nature, sont considérés insaisissables. Ainsi, on lit dans Dalloz, répert., vbs. saisie-exécution, No. 160, ce qui suit: "Indépendamment des choses déclarées insaisissables par les dispositions formelles de la loi, il y a des choses tellement saintes et en dehors du commerce des hommes, que la loi n'a pas