

tions were the following: (1) Is sub-sec. 2 of sec. 51 of the liquor license act, R.S.O., ch. 194, requiring every brewer, distiller or other person duly licensed by the Government of Canada, as mentioned in sub-sec. 1, to first obtain a license under the act to sell by wholesale the liquor manufactured by him, when sold for consumption within the Province, a valid enactment? (2) Has the Legislature of Ontario power, either in order to raise a revenue for Provincial purposes, or for any other object within Provincial jurisdiction, to require brewers, distillers and other persons duly licensed by the Government of Canada for the manufacture and sale of fermented, spirituous, or other liquors, to take out licenses to sell the liquors manufactured by them, and to pay a license fee therefor? (3) If so, must one and the same fee be exacted from all such brewers, distillers and persons? The court answered the first and second questions in the affirmative, and the third in the negative, following the previous decision in *Regina v. Halliday*, 21 A.R., 42. *J. R. Cartwright, Q.C.*, and *J. J. MacLaren, Q.C.*, for the Attorney-General for Ontario. *S. H. Blake, Q.C.*, for the Brewers' and Distillers' Association.

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TRUST & Loan Co., v. McKenzie.—14th January, 1896. — Mortgage — Equity of Redemption — Extension of time of payment with increased interest — Release of mortgagor. Appeal by plaintiffs from judgment of Robertson, J. The defendant after making a mortgage sold his equity of redemption. When the mortgage became due the mortgagee entered into an agreement with the owner of the equity extending the time for payment of principal and increasing the rate of interest without the consent of the defendant mortgagor, but reserving all rights against him. Robertson, J., followed *Bristol & West, of England, v. McKenzie*, 24 O.R., 286, and found that defendant was released. The court now distinguished that case and held that this case is one of indemnity not suretyship, and therefore defendant mortgagor is not released, and allowed the appeal with costs.

Marsh, Q.C., for plaintiffs (appellants). *J. N. Fish (Orangeville)* for defendant.

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MANLEY v. London Loan Co.—14th January, 1896.—Mortgage blending payment of payment of principal and interest together—Rights of purchaser of Equity of Redemption. The question raised in this case was whether under the circumstances a mortgage made by one Martin to a loan company upon the well known plan of blending payments of principal and interest made repayable in instalments and assigned to defendants is good in their hands for its face value against the plaintiff, a purchaser from Martin. The plaintiff seeks to redeem, and says he should be required to pay only the amount actually advanced to Martin. Meredith, J., found against plaintiff, who appealed and *Boyd, C.*, and *Robertson, J.*, reversed the trial judgment. The defendants then appealed to the Court of Appeal and their appeal is now dismissed with costs. *Gibbons, Q.C.*, for defendants. *W. H. Blake* for plaintiff.

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WIMOTT v. McFarlane.—23rd January, 1896.—Rule 271—Jurisdiction—Motion to strike out defence. In this case the Divisional Court dismissed with costs the plaintiff's appeal from the order of the Master in Chambers dismissing plaintiff's motion to strike out defence of defendant Wilson. The court held that where relief is sought as to priority upon assets in the hands of the defendants in the Province of Quebec, the question as to jurisdiction of an Ontario court is properly raised, after appearance by statement of defence, and such cases are not within Rule 271, and moving to set aside service of process is not the proper course. *A. C. McMaster* for plaintiff, *W. M. Douglas* for defendant Wilson.

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Re HODGINS and City of Toronto.—13th January, 1896.—The Municipal Act, 1892.—Sidewalks—Notice—Sec. 623 (b) Notice by newspaper. Judgment on appeal by the corporation of the City of Toronto from order and decision of Street, J., (26