From Co. Ct., Perth.]

FARROW v. TOBIN.

The defendant, as bailiff of a Division Court, seized two horses, waggon, etc., of the plaintiff under an execution against another person, which, on an interpleader proceeding were decided to be the goods of the plaintiff, and at the end of three weeks plaintiff obtained possession of them from the bailiff. In an action brought by the plaintiff against the defendant for damage done to the horses during the time they were in his possession, the jury, under the direction of the judge, found a verdict for the plaintiff and $80 damages, which verdict the judge subsequently refused to set aside.

Held (affirming the judgment of the County Court), that the finding of the judge on the interpleader proceedings formed no ground of defence to the suit for damages for the alleged injury to the property.

Woods, for the appeal.

Smith, Q.C., contra.

From Co. Ct., Grey,]

HARRIS v. MOORE.

Oral evidence to explain agreement—New trial—Discretion of judge.

The plaintiffs agreed to sell to the defendants a water-wheel, "and place the same in position" for $150, but the defendants refused payment upon the ground that the wheel had not been properly placed, and did not, in fact, perform the work stipulated for. The jury rendered a verdict in favour of the defendants, which the judge of the County Court set aside and directed a new trial—costs to abide the event. On appeal this Court refused to interfere with the discretion of the Judge of the Court below considering that the term "placed in position" was so indefinite that the defendant was at liberty to show what was meant thereby; the writing, by such parol evidence, not being added to or varied, but only rendered intelligible. Under the circumstances the Court refused to make any order as to the costs of the appeal.

Falconbridge, for the appeal.

Creasor, Q.C., contra.

From Co. Ct., Perth.]

WEINHOLD v. KLEIN.

Lease of lands—Agreement as to allowance out of rent by reason of thistles being in the fields.

The plaintiff rented to the defendant a field for the purpose of growing flax at an agreed rental of $10 an acre. In answer to the claim for rent, the defendant attempted to show that he had sustained damage by reason of the ground being full of thistles, and that an allowance was to be made for the thistles.

Held (affirming the judgment of the Court below), that the jury were properly told, for their guidance in adjusting such allowance, how the defendant had himself settled with other persons who had thistles in their flax fields.

Woods, for the appellant.

Osler, Q.C., for respondent.

From Co. Ct., Halton.]

MCKINDSEY v. ARMSTRONG.

Garnishee proceedings.

E. A. conveyed lands and chattels to one B. upon trust to convert the same into money, to pay debts, etc., and as to any balance remaining upon trust to pay the same to R. A., son of E. A., or if the party of the second part (B) should see fit he might invest the same in the purchase of a homestead and convey the same to R. A., his heirs, etc.

Held (reversing the judgment of the Court below), that there was not any debt due from B. to R. A. that could be garnisheed by the creditors of R. A.

Aylesworth, for appeal.

Beaty, Q.C., contra.

From Co. Ct. Waterloo.]

MCLEAN v. BRETHAUPT.

Stoppage in transitu—Seizure of goods sold under execution.

The plaintiff sold W. G. a quantity of leather, which was to be sent by plaintiff to the purchaser by railway. The shipping bill contained, amongst others, the following condi-