

SAINT JOHN COUNTY COURT.

FORBES, J. }
In Chambers. }

[Sept. 9.]

MYERS v. NORTO

Practice—Title of Court—The County Courts Act, 60 Vict., c. 28.

Held, that under above statute the Court must be described as "The Saint John County Court," and that a writ of *capias* describing the Court by the former title, "The County Court of the City and County of Saint John," was irregular, but might be amended.

W. H. Trueman, for the plaintiff.

D. Mullin, for the defendant.

Province of Manitoba.

QUEEN'S BENCH.

TAYLOR, C. J.]

[Oct. 5.]

GRAY v. MANITOBA AND NORTHWESTERN RAILWAY.

Examination of judgment debtor—Queen's Bench Act, 1895, Rule 733—No examination of non-resident—Practice.

An application was made in this case for a special order for the examination of certain officers of the defendant company who reside out of the jurisdiction of the Court under Rule 733 of the Queen's Bench Act, 1895, with the view of ascertaining the names of the stockholders, and other information to enable the plaintiff to realize the amount of the judgment recovered by him against the defendant.

Held, that the Rules do not provide for the case of the examination of any person for such purposes outside of the jurisdiction of the Court.

His Lordship, however, whilst refusing the application, did so without costs, admitting that a good deal might be said in favor of making the order, and suggested that the question was of sufficient importance to obtain the opinion of the full Court upon it.

Wilson, for plaintiff.

Tupper, Q. C., for defendant.

TAYLOR, C. J.]

[Oct. 5.]

BELL v. McCALLUM.

Breach of promise of marriage—Jury—Assessment of damages.

This was an action for breach of promise of marriage, and, interlocutory judgment having been signed in default of defence, the record was entered for the assessment of damages by a judge sitting on Tuesday under Queen's Bench Act, 1895, Rule 162.

Section 49 of the Act requires that an action for a breach of promise of marriage should be tried by a jury unless the parties in person or by their solicitors or counsel expressly waive such trial.

Held, that the damages could not be assessed without a jury, although there was no defence.

A. Howden, for the plaintiff.