

DIARY FOR JUNE.

1. Mon.....First Parliament in Toronto, 1797.
4. Thur.....Lord Eldon born, 1751.
5. Fri.....Battle of Stony Creek, 1813.
6. Sat.....Easter Term ends. Sir John A. Macdonald died.
7. Sun.....2nd Sunday after Trinity.
8. Mon.....County Ct. Sittings for Motions in York. Surrogate Ct. Sittings. First Parliament at Ottawa, 1866.
10. Wed.....County Ct. Sittings for trial, except in York.
11. Thur.....St. Barnabas. Lord Stanley Governor-General, 1888.
14. Sun.....3rd Sunday after Trinity.
15. Mon.....Civil Assizes at Toronto. Magna Charta signed, 1215.
16. Tues.....Battle of Quatre Bras, 1815.
18. Thur.....Battle of Waterloo, 1815.
19. Fri.....Battle of Blenheim, 1704.
20. Sat.....Accession of Queen Victoria, 1837.
21. Sun.....4th Sunday after Trinity. Longest day.
22. Mon.....Slavery declared contrary to the law of England, 1772.
24. Wed.....Midsummer day. St. John Baptist.
25. Thur.....Sir M. C. Cameron died, 1837.
26. Sun.....5th Sunday after Trinity. Coronation of Queen Victoria, 1838.
29. Mon.....St. Peter.
30. Tues.....Jesuits expelled from France, 1830.

Early Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE
FOR ONTARIO.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

Div'l Court.] [February 4.
LONEY v. OLIVER.

Damages—Measure of—Breach of agreement to convey land—Loss of bargain previously made.

In an action for damages for breach of an agreement by the defendant to convey land to the plaintiff, the plaintiff alleged that, by reason of the breach, certain other persons, to whom he had agreed to sell the land, refused to carry out their agreement with him, and he lost the sale and was deprived of a profit. It appeared that the plaintiff's agreement to sell was prior to his agreement with the defendant, and that the defendant had no notice or knowledge of the prior agreement.

Held, that the plaintiff could not recover; for the damages claimed for the loss of the sale did not naturally flow from the breach of the defendant's agreement. If damages were recoverable at all, the true measure would be the increased value of the land at the time of the breach over the amount of the purchase money; but no evidence was given of any such damages,

and evidence of the bargain that the plaintiff made with the other persons, before he bargained with the defendant, was not evidence relevant to this inquiry

J. W. McCullough, for the plaintiff.
Moss, Q.C., for the defendant.

MR. DALTON.]
MACMAHON, J.]
Div'l. Court.]

[February 19.
[March 19.
[May 21.

REGINA EX REL MCGUIRE v. BIRKETT.

Municipal corporations—Controverted municipal elections—Interest of mayor-elect in contract with corporation—Unsettled money claim—Master-in-Chambers, jurisdiction of to try election case—Rule 30—51 Vict., c. 2, s. 4—Constitutional law—Powers of provincial legislature.

The defendant had a contract with the corporation of a city for the supply of iron up to the end of 1890, but on the 26th November, 1890, he wrote informing the corporation that he withdrew from his contract, and enclosing his account up to date.

On the 9th December, 1890, the then mayor of the city notified the defendant that he would be held responsible for any expense the corporation would be put to in consequence of his refusal to fulfil his contract.

On the 15th December, 1890, the city council adopted a resolution cancelling the defendant's contract and releasing him from any further obligation in connection therewith. At the same meeting a notice of reconsideration was given, which by the rules of the council had the effect of staying all action on the resolution until after reconsideration. There was no reconsideration and no subsequent meeting of the council till the 7th of January, 1891, previous to which the defendant had been elected mayor for 1891. At the time of his election his account above mentioned had not been paid.

Held, by the Master-in-Chambers, that the resolution had no direct effect to release the defendant from liability under his contract, either at law or in equity; and whether or not the resolution was to be considered in force, it did not touch the account, the existence of which unpaid was sufficient to invalidate the election, under the other circumstances of the case.