

Prac.] NOTES OF CANADIAN CASES—ARTICLES OF INTEREST IN CONTEMPORARY JOURNALS.

Seemle, the rule stated in *Rawle on Covenants*, 4th ed., p. 536, that when two persons jointly covenant with another, a joint action lies for the covenantee on a breach of covenant by one of the covenantees only, because they are sureties for each other for the due performance of the covenant, should be limited to the case of antecedent breaches, and not be extended to promissory engagements in the absence of language imputing such suretyship in regard to future acts or breaches.

W. Cassels, Q.C., and F. Lefroy, for the plaintiff.

Shaw, Q.C., and W. Barrett, for the defendants.

Boyd, C.]

[June 25.]

BUCKLE V. BEIGLE.

Forfeiture—Breach of covenant for payment of taxes—Landlord and tenant—Judicature Act.

In actions to re-enter for breach of a covenant in a lease the Court will, since the Judicature Act, dispose of questions on their equitable rather than their legal aspect in all cases where, under the former practice, the Court of Chancery would have relieved against the forfeiture. Such would be the case in reference to a breach of covenant for the payment of taxes; that is emphatically one of the instances in which equity would relieve, the breach being no more than the omission of a mere money payment.

Atkinson, and Christie, for the plaintiff.

Douglas, for the defendant.

PRACTICE.

Boyd, C.]

[March.]

McDOUGALL V. LINDSAY PAPER MILL CO.

Local Master—Jurisdiction.

The plaintiff, as mortgagee of the defendants, by an instrument dated January 30th, 1883, purporting to be duly executed by the plaintiff, commenced an action for the sale of the mortgaged property. The writ issued, duly indorsed under Rule 17, O. J. A., and default being made, judgment was obtained under Rule 78, O. J. A., referring it to the Master

at Lindsay to make and take the inquiries and accounts as prescribed by G. O. Chy. 441 (from 168 O. J. A.).

The Master gave certain execution creditors who had been made parties in his office, and proved their claims, priority over the plaintiff on the ground that the instrument in question was invalid, the terms of sec. 85 of the Canada Joint Stock Company's Act of 1877 not having been complied with.

Held, that under the decree the Master had no power to adjudicate upon the validity of the instrument in question as a mortgage, and the execution creditors not having moved against the order making them parties, were also bound by the decree.

Moss, Q.C., and Hudspeth, Q.C., for appeal.
Osler, Q.C., and McIntyre, contra.

Mr. Winchester.]

[April.]

HATELY V. MERCHANTS.

Security for costs—Jurisdiction.

Where a plaintiff leaves the jurisdiction while his action is pending he will be ordered to give security for costs past as well as future.

Plumb and Millar, for defendant.

Aylesworth, for plaintiff.

ARTICLES OF INTEREST IN CONTEMPORARY JOURNALS.

Contracts for the benefit of third persons.—*American Law Register*, January.

Libel—Privilege—Words spoken by Counsel.—*Ib.*

Party walls.—*Ib.*, February.

Innkeeper—Theft from one guest by another.—*Ib.*

Demurrage.—*Ib.*, March.

Error in quantity of land.—*Ib.*

Rights of checkholder as against bank.—*Ib.*

Drunkenness as an excuse for crime.—*Ib.*, April.

Fraction of day—When certain events take place.

Ib.

Criminal contempts.—*Crim. Law Mag.*, March.

Abuse of the writ of *habeas corpus*.—*American Law Review*, January-February.

Preferred stock.—*Ib.*

Peculiarities of Manx law.—*Ib.*

Review of causes in courts of last resort.—*Ib.*

The Suez Canal in international law.—*Law Magazine*, February.

The laws relating to blasphemy.—*Ib.*

Common words and phrases.—*Albany Law J.*

Adjacent—Family—Seaman—Good hunter (horse)—Voluntarily—Health—Jan. 18th.

Tools of his occupation—Income contractor—Fence—Construction and erection—Last sickness—Jan. 19th.