

Q. B.]

NOTES OF CASES.

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HEWITT V. ONTARIO COPPER LIGHTNING ROD COMPANY.*Master and servant—Enticing servant to desert employment—Measure of damages.*

Plaintiff sued defendants for enticing and procuring certain servants of plaintiff to desert his service. The evidence at the trial established that the parties in question were in plaintiff's service, and with the exception of one of them that they were induced by defendant's manager to leave the same: *Held*, following *Lumley v. Gye*, 2 E. & B., 216, that plaintiff was entitled to recover, and that the measure of damages was not confined to the loss of services, but that they were justified in giving ample compensation for all damages resulting from the wrongful act.

Plaintiff while objecting to one of the parties going, said he did not know that he would trouble him if he did leave, but he did not consent to his so doing. *Held*, that this did not in law amount to a permission to leave his service.

Hardy, Q. C., for plaintiff.

Osler, Q. C., *contra*.

IN RE THOMAS HAISLEY AND MARGARET LUNDY AND OTHERS, EXECUTRIX AND EXECUTORS OF WM. LUNDY.

Landlord and Tenant—Covenant to pay for building—Construction of—Assignee of chose in action. R. S. O., ch. 116, s. 7.

Lessor covenanted with lessee that he would at the expiration of the term, pay said lessee, his heirs or assigns, a valuation for his buildings on the land demised; *Held*, Cameron, J., dissenting, that the covenant was neither wholly spent in the event of destruction by fire of the building then in existence, nor necessarily limited to the then value of the existing building, but that the increased value at the expiration of the term could be claimed against the landlord.

Held, also, affirming the judgment of Wilson, C. J., that the assignee of the term, and of all claims under the covenants in the lease, could sue in his own name the covenantor's executors, under R. S. O., ch. 116,

sec. 7, as the assignee of a chose in action. *Bethune*, Q. C., and *Dixon* for plaintiff. *Robinson*, Q. C., *contra*.

MOORE V. KUNTZ.

Action for goods bargained and sold—Period of credit not expired.

An action for goods bargained and sold cannot be brought until the period of credit has expired.

Osler, Q. C., and *Bowlby*, for plaintiff.

Durand, *contra*.

HAGARTY V. GREAT WES. RAILWAY CO.

Action for false imprisonment—Reasonable and probable cause.

A spike having been found driven in between the rails on defendants' line of railway, plaintiff was suspected of being the guilty party, and was accordingly arrested. The evidence against him was that he had been seen, on the day the act was believed to have been committed, lounging about the railway bridge and track, early in the afternoon, for two or three hours, and that one of his boots corresponded with the footmarks about the place. The plaintiff having been acquitted, brought an action against the defendants, and the jury having found in his favour and awarded him damages, the court considering the insufficient nature of the evidence against him, declined to interfere with their verdict.

Bethune, Q. C., for plaintiff.

Irving, Q. C., *contra*.

PICKEN V. VICTORIA RAILWAY COMPANY.

Interpleader—Attaching orders—Adverse claims.

In an action brought by an assignee in insolvency on an undisputed claim due insolvent, defendants applied for interpleader as between the assignee and several creditors of insolvent, who had taken garnishment proceedings anterior to the insolvency.

Held, that defendants should have had these proceedings disposed of in the courts in which they originated, instead of making this application, which was therefore refused.

Aylesworth, for plaintiff.

Mulock, *Ritchie*, *Holman* and *Bull*, *contra*.