

Ct. of Ap.]

NOTES OF CASES.

[Cham.]

the goods as had been ordered; but as to the remainder, that the consideration had failed.

Bethune, Q.C., for appeal.

E. D. Armour, contra.

From Chy.]

[March 24.

INGRAM v. TAYLOR.

Married woman—Interpleader.

The plaintiff, who had been married since 1864, cultivated land, one half of which had, in 1874, been devised to her by the father of her husband, the other half of which had been in like manner devised to her son. In an interpleader action between her and an execution creditor of her husband,

Held, (affirming the judgment of the Court below, 46 U. C. R. 52), that the plaintiff was entitled to the crops on the whole farm as against the execution creditor.

Bethune, Q.C., and *J. K. Kerr*, Q.C., for appeal.

M'Carthy, Q.C., contra.

From C. P.]

[March 24.

CARLISLE v. TAIT.

Chattel mortgage.

Held, (reversing the judgment of the Court below, in 32 C. P. 43), that the affidavit of the *bona fides* of a chattel mortgage, when made by the agent of the mortgagee, need not state that he is aware of the circumstances connected therewith. *The Freehold Loan and Savings Society v. Bank of Commerce*, 44 U. C. R., commented on and explained.

Held also, (Patterson, J. A., dissenting,) that when a chattel mortgagee, on default, proceeds to a sale under the powers in his mortgage, the purchaser is not in a position to re-file the mortgage which is satisfied as to the goods; nor need he (the mortgagor remaining in possession) file a bill of sale from the vendor in order to preserve his rights as against creditors of the mortgagor.

Moss, Q.C., for appeal.

McClive, contra.

From Chy.]

[March 24

LEAMING v. WOOD.

Garnishing equitable claim—Receiver—Judicature Act, (O.) rule 370.

Where moneys were payable to G. as rents of real estate of which a Receiver had been appoint-

ed, the Court, on the application of execution creditors of G., *held*, that they had a right to garnish these moneys in the hands of the Receiver, and that, whether he is, under the words of Rule 370 of the Judicature Act, to be considered as a debtor of G. or not; although it would be necessary to obtain permission of the Court of Equity to proceed against G.'s interest in such lands before proceeding to a seizure and sale thereof.

In re Cowan's Estate, 14 Ch. D. 638, considered, approved of and followed.

R. M. Wells and *G. T. Blackstock*, for appellant.

W. Cassels and *J. Roaf*, for respondents.

CHAMBERS.

Boyd, C.]

[Dec. 17, 1881.

SUTHERLAND v. McDONALD.

Security for costs—Wilful mis-statement of plaintiff's residence.

Where plaintiff, resident without the jurisdiction, wilfully stated in his bill that he resided within it, security for costs was ordered.

A subsequent application to rescind the order, on the ground that the plaintiff had returned within the jurisdiction and intended to remain there was granted, but an appeal was allowed and the order for security directed to stand.

Mr. Dalton, Q. C.]

[April 1, 1882.

DAVIS v. WICKSON.

Examination of parties.

Held, that in actions in the Chancery Division the defendant may be examined at any time after his defence is filed, or after the time for filing the same has expired.

D. E. Thomson, for defendant moving.

Wardrop, contra.

Mr. Dalton, Q. C.]

[April 5.

KEEFE v. WARD.

Master in Chancery—Jurisdiction to commit for non-production of documents—Rule 420, O. F. A.

Held, that the power, formerly exercised by the Referee in Chambers, to commit parties for non-production of documents, is not vested in the Master in Chambers.

Symons, for the motion, *ex parte*.