

Q. B. Div.]

NOTES OF CANADIAN CASES.

[Chan. Div.]

PORTEOUS V. MEYERS.

Gratuitous bailment—Negligence—Liability of bailee.

The plaintiff left a sum of money with the defendant, a shop keeper, for safe keeping. The money was put in a safe in the defendant's shop, but when the plaintiff applied for it the next day, the defendant told him that it had been taken out and he could not give it to him. On the evidence, the jury found, in answer to questions submitted to them, that the defendant was wanting in ordinary care and diligence in taking care of the money, in unlocking the drawer in which it had been placed, and leaving it unlocked while he went to the cellar to get goods for customers, who were then left alone in the shop, and that the money was lost through the defendant's negligence. They also found that the defendant wrongfully appropriated the money. Judgment was directed to be entered for the plaintiff upon these answers, and the court refused to disturb the judgment.

Idington, Q.C., for the plaintiff.

Smith, Q.C., for the defendant.

SRIGLEY V. TAYLOR.

Election—Disqualification for voting—R. S. O. c. 10, s. 4—Agent for the sale of Crown Lands—R. S. O. c. 24—The Public Lands Act, R. S. O. c. 23.

By order in council, the defendant was appointed agent for the location and sale of lands under the Free Grant and Homesteads Act, R. S. O. cap. 24. By letter from the Crown Lands Department, the defendant was instructed to enter upon his duties respecting the location of free grants, but not to sell lands or receive money until he had given the usual security. By R. S. O. cap. 10, sec. 4, all "agents for the sale of Crown Lands," amongst other persons, are disqualified from voting at elections for the legislature, under a penalty. The defendant, before he had given the necessary security, voted at an election for the Legislature.

Held, that he was an agent for the sale of Crown Lands within the meaning of the Act, R. S. O. c. 10, s. 4, and, therefore, liable to the penalty imposed.

Whether or not the defendant was such an agent is a question of law and not a question for the jury.

Arnoldi, for the plaintiff.

Osler, Q.C., for the defendant.

CHANCERY DIVISION.

Ferguson, J.]

[June 12.]

IN RE BIGGAR, BIGGAR V. STINSON.

Will—Construction—Heirs—Children—Guardian of legacy—Trust.

A testator bequeathed as follows: "I give and bequeath unto G. B. and her children the dwelling house they now occupy, the wife of C. R. B. and his children, appointing C. R. B. and G. B. joint guardians for the children above mentioned, and \$500, all transactions to be null and void unless sustained in writing by both guardians."

Held, that the children meant were those of C. R. B. and G. B., and there was a simple gift to G. B. and her children, who took concurrently; and C. R. B. and G. B. were, by the above clause, made trustees for their children, and could give a good acquittance and discharge for the \$500.

In another clause of his will, the testator willed and bequeathed "unto G. G. B.'s wife, E. B., \$5,500. This bequest is under the joint management of G. G. B. and his wife for their heirs; should there be none, then, at their death, to revert back to my heirs to be equally divided."

Held, that there was a trust of the \$5,500 reposed in G. G. B. and E. B.; that E. B. was entitled to the benefit of the trust during her life, and upon her death the benefit of it would go to any children there might be of G. G. and E. B., or any descendants there might be answering the description, "their heirs," and if there were no such children or descendants, then to the heirs of the testator to be equally divided amongst them.

Another clause was as follows:

"I will and bequeath unto M. R. B.'s wife and his heirs, \$5,000, and appoint M. R. B. as guardian and manager of this bequest."

Held, that a trust of the \$5,000 was thereby reposed in M. R. B., and "heirs" was merely descriptive of legatees intended. M. R. B.