

Q. B.]

NOTES OF CASES.

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SAUVEY V. ISOLATED RISK INS. COMPANY.

*Insurance—Conditions on face of policy—
Title as owner.*

Held, that the fact that certain conditions were inserted in the body of a policy of insurance did not make them less conditions than if they had been indorsed ; but that not having been headed either as "statutory conditions" or as "variations," the Company could not avail themselves of them as a defence.

Held, also, that it was no misrepresentation on the assured's part to state that she was owner when she was only tenant for life of the building insured.

Edwards for plaintiff.

J. K. Kerr, Q.C., contra.

FITCH V. KELLY.

Pro-note—Presentment—Alteration—Ratification—Evidence—Set off.

Held, 1, that there was sufficient evidence to warrant the jury in finding that there had been a sufficient presentment of the note in question ; 2, that even if the note had been altered after signature by the endorers, that it was altered to conform to the original intentions and agreement of parties, or if not, that there was sufficient evidence to warrant the conclusion that the endorers subsequently ratified the alteration ; 3, that a set off, consisting of a claim for moneys received by plaintiff, which it was contended one of the defendants, the maker, was entitled to, could not be allowed, as it was not a claim or demand arising out of the note in question.

McMichael, Q.C., for plaintiff.

McDougall and Falconbridge contra.

ARMSTRONG V. CORPORATION OF THE TOWNSHIP OF WEST GARAFRAXA.

Municipal corporation—Loan for ordinary expenditure—Resolution of Council.

Defendants, through their treasurer, borrowed from plaintiff certain moneys, giving him their promissory notes for the amount. No by-law was passed for the purpose ; but the money was borrowed on the authority of a resolution of the Council, which was

not under seal, and was expended in the repair of certain bridges belonging to defendants. The jury found that the money was borrowed, received and used for ordinary expenditure, which the repair of bridges was. *Held*, that the plaintiff was entitled to recover.

Bethune, Q.C., for plaintiff.

Robertson, Q.C., contra.

KINGSTON STREET RAILWAY COMPANY V. FOSTER ET AL.

Subscription for stock—Payment in goods.

Defendants subscribed for certain shares in the capital stock of the plaintiffs' company, promising and agreeing, each for himself and his assigns, with each other and with the plaintiffs, to pay the full amount of the shares as and where payable. *Held*, that this was an agreement to pay in money, and that a representation by the President of the Provisional Board that payment would be accepted in goods, was not binding on the company.

Cattanach, for plaintiff.

Foster contra

REGINA V. COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO.

*Medical practitioner registered in England—
Refusal of College of Physicians to register
in Ontario—Mandamus.*

A medical practitioner duly registered in England under the Imperial Act is entitled, without examination, to practise medicine in Ontario on payment of the proper fees, and that though his registration in England was after July, 1870, and a mandamus upon the College of Physicians and Surgeons of Ontario will therefore be granted to register him, on payment of such fees.

Kingstone, for plaintiff.

Crooks, Q.C., contra.

HARRISON V. PINKEY.

Trover.

Plaintiff leased certain premises from one D., agreeing, if D. sold during the term, to give up possession, with the right, if he had