

scratched to the knowledge of the defendant was sufficient proof of the scienter.

*White, Atty. Genl. & L. Allison*, for plaintiff. *Stockton, Q. C.*, and *H. A. Powell, Q. C.*, for defendant.

Full Bench.]

EX PARTE TROOP.

[June 16.

*Bastardy—Judgment against bail—Recognizance—Enrollment.*

No enrollment of the recognizance is necessary in the County Court to fix the bail in a bastardy case with liability. Rule discharged for certiorari to remove judgment on a scire facias against the bail.

*Jones*, in support of rule. *Currey, Q. C.*, contra.

WELLON v. MUNICIPALITY OF KINGS.

*Motion for judgment Quasi Non-Suit—Peremptory Undertaking Costs.*

The court dismissed a motion for judgment quasi non-suit on the plaintiff giving a peremptory undertaking to bring the cause down to trial at the next circuit and directed that the costs be costs in the cause.

*Stockton, Q. C.*, for plaintiff. *White, Atty. Genl.*, for defendant.

## Manitoba.

QUEEN'S BENCH.

Killam, C. J.]

MOIR v. PALMATIER.

[June 23.

*Vendor and purchaser—Landlord and tenant—Right of re-entry—Right to cancel agreement of sale—Waiver—Formal declaration of cancellation.*

The plaintiff became tenant of a farm under a lease for 7 years at an annual rental of \$400 payable on 10th of October each year. Contemporaneously with the lease an agreement of purchase of the property was entered into between the plaintiff and the lessor for the sum of \$3,447, by which the latter agreed to accept as part payment of the purchase money all sums of money which should be paid by the plaintiff as rent under the lease, and the plaintiff covenanted, at the expiration of eight years from the date of the instrument, to pay the balance of the purchase money with interest. There was also the covenant of the vendor to convey upon payment, an option to the plaintiff to pay off the full amount and receive a conveyance at any time, and finally the following proviso:—"It is express-