

tion, and on such certificate being obtained, the Court (BOYD, C., RIDDELL and SUTHERLAND, JJ.) directed that the appeal should be dismissed, but that no costs should be allowed of the appeal, as the attitude of the receiver now first appeared. E. D. Armour, K.C., for the defendant. F. Arnoldi, K.C., for the plaintiff.

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MALTEZOS v. BROUSE—DIVISIONAL COURT—MARCH 31.

*Lessor and Lessee—Agreement to Lease—Option Given by Same Writing—Absence of Consideration.*]—Appeal by the plaintiff from the judgment of the Junior Judge of the County of Carleton, dismissing the action. This was an action for damages for alleged breach of an agreement by the defendants to lease certain premises in the city of Ottawa to the plaintiff. The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and SUTHERLAND, JJ. The Court was of opinion, for reasons given in writing by each of its members, that the appeal must be dismissed with costs, as the case was completely covered by the principles laid down in *Davis v. Shaw*, 21 O.L.R. 474. J. R. Osborne, for the plaintiff. A. E. Fripp, K.C., for the defendants.

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O'LEARY v. NIHAN—MIDDLETON, J.—MARCH 31.

*Bond Securing Annuity—Delivery—Assignment—Action in Foreign Court—Res Judicata.*]—Action to recover \$1,855, alleged to be due on a bond by which the defendant on the 16th June, 1877, covenanted to pay one Julia O'Leary \$100 a year on the 1st of June in each year, during her natural life, in consideration of her relieving him from payment of a balance of \$400 which he owed her on the purchase money of certain lands which she had sold to him in August, 1872. The bond was assigned by Julia O'Leary to her brother Jeremiah O'Leary, who in July, 1896, brought suit upon it in the Supreme Court of New York, claiming \$1800 for 18 instalments of the annuity, with interest. The defendant denied, in that action, the making of the bond, which the plaintiff had not in his possession. The plaintiff therefore had to accept the onus of proving the bond strictly, in which he succeeded, and ultimately obtained a judgment, on which an action was brought in Ontario, in June, 1897. At the trial of that action, Meredith, C.J., held that the proceedings