

MCLEOD, J.
Northumberland Circuit. }

ALLISON v. MASTERMANS.

March, 1897.

Implied contract.

Plaintiff erected for defendants a pulp mill. There was no contract between them. Defendants said to plaintiff, "Go on and build." In the course of construction the defendants wrote: "I shall make our private business between you and I perfectly satisfactory to you when I go down." Defendants moved for non-suit on the ground of there being no contract between the parties.

Non-suit refused.

Pugsley, Q.C., for the plaintiff.

Gregory, Q.C., for defendants.

MCLEOD, J.,
Northumberland Circuit. }

March, 1897.

REGINA v. SMITH.

Criminal law—Threats—Confession.

Smith was a clerk in a post office. Stephen J. King was inspector of this office. He discovered irregularities and questioned Smith about them. Smith admitted that he delayed letters. The inspector said, "If you have tampered with the contents it will go hard with you." Smith then made a confession.

The Court refused to allow evidence of confessions subsequent to the threat.

Carleton, for the Crown.

Pugsley, Q.C., for the prisoner.

BARKER, J.,
in Equity. }

[March 16.]

MUTUAL LIFE INSURANCE CO. v. MCANN.

Practice—Service of notice on defendant instead of solicitor.

This was a motion to take the bill in this suit pro confesso against the defendant for want of an answer. The affidavit of service of notice disclosed that it was served on the defendant instead of his solicitor, owing to the fact that the latter had permanently removed from the province.

Motion allowed.

Ruel, for the motion.

BARKER, J.,
In Equity. }

[March 16.]

LAUGHLAN v. PRESCOTT.

Crown land lumber licenses—Agreement to assign—Priority of assignment without notice of agreement—Stifling competition at public sale—License to cut lumber not an interest in land.

In 1893 one M. purchased at a Crown land sale a right to cut lumber on certain Crown lands, and a license was issued to him dated September 1st, 1893, with certain regulations incorporated therein, and the license was to be in force until August 1st, 1894. One of the regulations is as follows: "Licenses may be assigned by writing, signed by the licensee, and the assignee shall within reasonable time give notice of such assignment and its date to the Surveyor-General. The assignment shall take effect from the date upon which