

## DIARY FOR NOVEMBER.

1. Sun.....33rd Sunday after Trinity. All Saints' Day.
2. Mon.....O'Connor, J., Q.B., died 1887.
3. Tues.....1st Intermediate Examination.
4. Thur.....2nd Intermediate Examination. Sir John Colborne, Lieut.-Governor U.C., 1838.
7. Sat.....Battle of Tippecanoe, 1811.
8. Sun.....34th Sunday after Trinity.
9. Mon.....Prince of Wales born, 1841.
10. Tues.....Court of Appeal sits. Solicitors' Exam.
11. Wed.....Barristers' Examination. Annual Fees to Law Society. Battle of Chrysler's farm, 1813.
12. Thur.....H. Hagarty, 4th C.J. of C.P., 1868. W. B. Richards, 10th C.J. of Q.B., 1868.
13. Fri.....A. Wilson, 5th C.J. of C.P., 1878. J. H. Hagarty, 12th C.J. of Q.B., 1878.
14. Sat.....Falconbridge, J., Q.B.D., 1887.
15. Sun.....35th Sunday after Trinity. M. C. Cameron, J., Q.B., 1878.
16. Mon.....Michaelmas Term begins. H.C.J., Q.B.D., and G.T.D. Sittings begin.
19. Thur.....J. D. Armour, 14th C.J. of Q.B., 1887. Thos. Galt, C.J., C.P.D., 1887.
21. Sat.....J. Elmsley, 2nd C.J. of Q.B., 1796. Princess Royal born, 1840.
22. Sun.....36th Sunday after Trinity.
24. Tues.....Battle of Fort Duquesne, 1754.
25. Wed.....Marquis of Lorne, Governor-General, 1878.
27. Fri.....Frontenac died at Quebec, 1698.
29. Sun.....1st Sunday in Advent.
30. Mon.....St. Andrew's Day. Thos. Moss, C.J. of Appeal, 1877. Street, J., Q.B.D., and MacMahon, J., C.P.D., 1887.

## Early Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE  
FOR ONTARIO.

## COURT OF APPEAL.

[May 13, 1890.]

HEWARD v. O'DONOHUE.

*Limitations—Possession—Caretaker.*

The defendant was placed in possession of certain property as caretaker by one tenant in common, who was managing the piece of property in question and other property for the benefit of himself and his co-tenants. In 1866 a decree was made declaring that this co-tenant was a trustee for himself and the other co-tenants in certain proportions, and he was ordered to convey to the other co-tenants their shares, to be ascertained by the Master. Various proceedings were taken under the decree and the shares of the different co-tenants were ascertained, the property in question being allotted to the plaintiffs, but no conveyances were executed. An order vesting the share of the plaintiffs in them was made in 1888.

*Held* [HAGARTY, C.J.O., dissenting], that the effect of the decree and the ascertainment of the shares was to sever the interests in the

property, and that from that time the possession of the defendant became adverse to that of the plaintiffs, who could not, after that time, contend that he was in possession as their caretaker, and therefore that he had acquired a title by possession.

Judgment of ROSE, J., reversed.

*J. Reeve* for the appellant.

*Osler, Q.C., and A. MacMurphy*, for the respondents.

Reversed in the Supreme Court of Canada.

[May 13, 1890.]

BRANTFORD, WATERLOO & LAKE ERIE RAIL-  
WAY v. HUFFMAN.

*Bond—Condition—Breach—Damages.*

The defendant, in response to an advertisement by the plaintiffs, sent in a tender for the construction by him of certain works. His tender was defective in that it was not executed by any sureties as directed by the advertisement and was not accompanied by a deposit. The tender was not accepted, but negotiations took place between the plaintiffs and the defendant in connection with it, and the defendant signed a bond conditioned to, within four days, furnish the sureties and make the deposit and execute all proper and necessary agreements for the doing of the work in question. The terms of the contract had not been settled between the parties. The defendant did not within four days furnish sureties or make a deposit or sign any agreement, and no agreements were within that time tendered to him for execution.

*Held* [BURTON, J.A., dissenting], that it was the duty of the plaintiffs to prepare the agreements and tender them to the defendant for execution, and that as they had not done this there was no default on the part of the defendant of which they could complain and no liability for damages.

Judgment of ARMOUR, C.J., affirmed.

[Sept. 15.]

MCCAFFREY v. MCCAFFREY.

*Voluntary conveyance—Undue influence—Confidential and fiduciary relationship—Husband and wife.*

A voluntary conveyance by a husband to his wife, a woman of good business ability and