

North-West Territories.

WESTERN ASSINIBOIA JUDICIAL DISTRICT.

RICHARDSON, J., }
In Chambers.

[Jan. 10.]

GLENN v. UNITED FIRE INSURANCE COMPANY.

*Service on agent of corporation—"Judicature Ordinance," s. 31 (3)—
Setting aside writ and service—Service of notice of discontinuance during
stay of proceedings.*

The writ of summons was served on one B. as agent of the defendant company, under sec. 31 (3) of "The Judicature Ordinance." Defendants filed affidavits showing that their head office was at Manchester, England; that on January 15th, 1895, they ceased to carry on business in Canada; that prior to that date G. & Co., of Winnipeg, had been defendants' agents for the North-west Territories; that B. was agent of G. & Co. for the sole purpose of receiving and forwarding applications for insurance, though he was also allowed to deliver interim receipts, and that the policies of the defendant company were issued at Montreal (where the loss was payable), and were countersigned by G. & Co. Upon these affidavits defendants obtained a summons to set aside the writ and service thereof, the summons containing a stay of proceedings until the disposition thereof. Plaintiff did not appear upon the return of the summons, but just prior thereto served a notice of discontinuance of the action.

Held, that as proceedings had been stayed until the disposition of the summons, the notice of discontinuance was of no effect; and that the service was not such as is authorized by sec. 31 (3) of "The Judicature Ordinance." Writ and service thereof set aside with costs.

Hamilton, Q.C., for applicants.

Rimmer, for plaintiff.

RICHARDSON, J.]

QUEEN v. WALKER.

[March 20.]

Stealing goods under seizure—Criminal Code, s. 306.

Prisoner and three others purchased goods from the W. M. Company, giving in part payment a receipt note, by the terms of which the ownership of the property remained in the company until payment of the note.

The evidence showed that the note was discounted by the company in the bank as an ordinary promissory note, and, not being met at maturity, the company paid it by substituting a renewal and had the original note returned to them.

The renewal note not being paid when due, the company sent out their bailiff, who seized the property under the original note. The prisoner, with assistance, retook the goods, and a charge was laid against him under sec. 306 of the Code.