

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES

JURISDICTION.

The Court of Chancery has no jurisdiction in a case involving a less sum than £10.

Where the Referee dismissed a bill on the ground that the amount involved was only \$24, his order was sustained by the Court in rehearing term.—*Gilbert v. Braithwait*, 3 Chan. Cham. R. 413.

RAILWAY W. Co.—RECEIPT OF GOODS.

Certain bars and bundles of iron came by ship from Glasgow to Montreal, consigned to the plaintiff. His agent gave to defendants' agent an order to get it from the ship, and afterwards received from the latter a receipt, specifying the number of bars and bundles and the gross weight, but with a printed notice at the top of it that "rates and weights entered in receipts or shipping bills will not be acknowledged." All the iron received by defendants for the plaintiff was delivered at Guelph, but there was a very considerable deficiency in the weight. So far as appeared, the iron had not been weighed either on being taken from the ship or afterwards. *Held*, that defendants were not estopped by their statement of weight in the receipt, and were not liable to the plaintiff.—*Horseman v. Grand Trunk Railway Co. of Canada*, 31 U. C. Q. B. 535.

INSURANCE—NOTICE OF ANOTHER POLICY.

One of the conditions of an insurance policy was: "Persons who have insured property with this company shall give notice of any other insurance already made or which shall afterwards be made elsewhere on the same property, so that a memorandum of such other insurance may be indorsed on the policy or policies effected with this company," &c.

After the policy had been assigned, the assignees effected another insurance, of which the only notice given, if any, was a verbal one to P., the agent of the company at Sarnia, their head office being in Montreal, and not endorsed on the policy, which was not produced at the time. *Held*, affirming the judgment of the Queen's Bench, that such notice was insufficient, *RICHARDS, C. J., MOWAT, V. C., and STRONG, V. C., dissenting.*—*Hendrickson v. The Queen Insurance Company*, 31 U. C. Q. B. 547.

LANDLORD AND TENANT—YEARLY TENANCY.

Where D., being tenant for life of two lots, gave M. verbal permission to occupy one lot

and build upon it, on condition he should pay the taxes on both lots; and M. accordingly went on, and built, and paid the taxes for several years. *Held*, that a yearly tenancy had been created, and that D. could not eject M.'s sub-tenant without notice to quit.—*Davis v. McKinnon*, 31 U. C. Q. B. 564.

VENDOR AND PURCHASER—INTEREST.

Notwithstanding that a decree declares that the defendant "has accepted the title of the plaintiff," the defendant has a right to object to a conveyance by the plaintiff alone if it appears that the legal estate is partly out of him.

Interest on purchase money runs from the date when, after the acceptance of the title, the purchaser could have safely taken possession, and a difficulty respecting the conveyance may justify his not taking possession.—*Rae v. Geddes*, 3 Chan. Cham. R. 404.

CONVEYANCE TO HUSBAND AND WIFE—RIGHT OF APPEAL.

The effect of Consol. Stat. U. C. ch. 82, sec. 10, is to create a tenancy in common only in cases where before the 1st July, 1834, there would have been a joint tenancy. *Held*, therefore, that a conveyance of land to a husband and wife in fee did not make them tenants in common; but that they held, as before the statute, by entireties, and that on the husband's death the wife took the whole estate.

An appeal will lie under the Partition Act, 32 Vic. ch. 38, O., from the judgment of a County Court Judge on a special case stated.—*In the matter of Partition between Shaver et al. and Hart et al.*, 31 U. C. Q. B. 603.

LEGISLATIVE ASSEMBLY—RESIGNATION.

Secs. 10 & 12 of 32 Vic. ch. 4, O, provide that a member may resign, 1, by giving notice in his place of his intention, 2, by delivering to the Speaker a declaration of such intention, either during a session or in the interval between two sessions; or, 3, by delivering it to any two members, in case there is no Speaker, and the resignation is made in the interval between two sessions. *Held*, to mean only an interval between two sessions of the same Assembly, and not to apply to the interval between the last general election and the election of a Speaker.

Sec. 13 provides for a new election in case of a vacancy happening by the death of any member, or by his accepting any office, or by his becoming a party to any contract, as mentioned in the third section. And sec. 14, for the case of a vacancy arising subsequently to a general election, and before the first meeting