and equitable estates together, the offer in question was one which he had no right to accept as equivalent to a bid for the amount of the writs, and that the sale was void.

J. K. Kerr, Q.C., and *J. A. Boyd*, Q.C., for the appellant.

Bethune, Q.C., for the respondent.

Appeal dismissed.

C. C. Lincoln.] [March 22.

Chesney v. St. John.

Money paid under mistake—Promissory note—Evidence.

Upon a purchase of land from one Mrs. C., the plaintiff gave her a mortgage for $1,100, of which $200 was paid at the time of execution, and endorsed on the mortgage, the balance was to be paid in nine equal instalments with interest at six per cent., the first of which became due on the 7th of November, 1875. At the same time the plaintiff gave her nine promissory notes payable at intervals of one year. The first of these notes was drawn payable to Mrs. C. or bearer, one year after date, and contained the additional words "which when paid is to be endorsed on the mortgage bearing even date with this note." In August, 1875, Mrs. C. and her husband executed an assignment on general terms of this mortgage to the defendant, purporting to grant and assign all the estate and interest of Mr. and Mrs. C., in the land and the mortgage and the moneys thereby secured. In the recital descriptive of the mortgage, it was stated that, in consideration of $1,100 the plaintiff conveyed and assured the lands by way of mortgage to Mrs. C. The amount then due upon the mortgage, was not expressly mentioned in the assignment. At the date of the assignment the first note had been transferred to a third party for value. The plaintiff in ignorance of this paid it to the defendant, to whom he had been notified the mortgage had been assigned. The defendant told the plaintiff that he had not got the note, but that he would get it and give it to him. The plaintiff was afterwards sued by the holder of the note, and was compelled to pay it, whereupon he sued the defendant for the amount. The jury found that the defendant only purchased $800 of the mortgage money and eight notes: that the plaintiffs made the payment under the impression that the defendant held the note as well as the mortgage, and that when the plaintiff paid the money the plaintiff promised unconditionally to give him the note.

Held, affirming the judgment of the County Court, that the note was a negotiable instrument; and that being negotiable and having been transferred before the assignment, parol evidence was admissible to show that it had not in fact been assigned to the defendant, and that under the circumstances, the plaintiff was entitled to recover.

J.K. Kerr, Q.C., for the appellant.

Bethune, Q.C., for the respondent.

Appeal dismissed.

Q. B.] March 22.

Parsons v. Queen's Insurance Company.

Insurance—Statutory conditions—R. S. O. c. 162.

The action was brought on an interim receipt for insurance against fire issued by the defendants after the passing of R. S. O. c. 162, which stated that the plaintiff was insured subject to all the covenants and conditions of the company.

Held, affirming the judgment of the Queen's Bench, that R. S. O. c. 162, extended to the defendants, who were a company formed under the Imperial Joint Stock Company's Act, 7 & 8 Vic. c. 110, and that the defendants could not resort to their own conditions for the purpose of defeating the claim, nor to the statutory conditions.

Robinson, Q.C., and *Small*, for the appellant.

M. McCarthy, for the respondent.

Appeal dismissed.

C. P.] March 22.

Church v. Fenton.

Sale of lands for taxes—Indian Lands—B. N. A. Act, sec. 91, clause 24—Liability to taxation—List of lands not attached to warrant, 32 Vic. c. 36, sec. 128, O.

In 1854, a tract of land was surrendered to the Crown by the Indians, to whom th