

DIARY FOR AUGUST.

1. Wed. ... Slavery abolished in British West India Islands, 1838.
5. Sun. 10th Sunday after Trinity.
6. Mon. Thomas Scott, 4th C.J. of Q. B., 1860. Prince Alfred born, 1844.
11. Sat. Battle of Lake Champlain, 1814.
12. Sun. 11th Sunday after Trinity.
19. Sun. 18th Sunday after Trinity.
21. Tues. 1st Intermediate examination.
22. Wed. Ont. Jud. Act came into force, 1881.
23. Thur. 2nd Intermediate examination, [1883].
24. Fri. St. Bartholomew. Sir Adam Wilson, J., C. P., [1863].
26. Sun. 13th Sunday after Trinity.
28. Tues. Solicitors' examination.
29. Wed. Barristers' examination.

Early Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE
FOR ONTARIO.HIGH COURT OF JUSTICE FOR
ONTARIO.

Queen's Bench Division.

Divisional Court.] [June 23.]

YARWOOD *v.* HART.*Breach of promise of marriage—Evidence—Corroboration—R. S. O. (1887), c. 61, s. 6.*

In an action for breach of promise of marriage, the plaintiff swore to the promise, and the defendant denied it and alleged that the plaintiff had been his mistress, which she denied. Witnesses were called on her behalf who showed that the parties were of the same social rank; that there was nothing unreasonable or improbable in their becoming engaged to be married; that he formed her acquaintance in 1880, and then commenced and continued for about six years to pay her attention, during which time his visits to her were constant; that he took her out driving frequently; that she received the attentions of no other man during that period, nor did he pay attention to any other woman; that he was received by her family as a lover; that he went to see and sat up with her father during his last illness; and that he made her frequent presents of jewellery, wearing apparel and money. Letters, also, were put in by the plaintiff, written by the defendant to her about the time it was alleged he had broken off their engagement, addressing her in loving

terms. The jury found that there was a contract, and a breach by the defendant, and that the defendant had failed to prove his defence; and they gave the plaintiff damages.

Held, that the evidence given was material evidence in support of the promise to marry, and that it furnished the corroboration of the plaintiff's testimony, required by R. S. O. (1887), c. 61, s. 6.

It was contended that the evidence was as consistent with the keeping by the defendant of the plaintiff as his mistress as it was with an engagement to marry.

Held, that the presumption was in favour of the moral and against the immoral relationship; and the fact that the defendant set up the immoral relationship as a defence did not render the evidence less material in support of the promise.

Clute, for the plaintiff.

Ritchie, Q.C., for the defendant.

Chancery Division.

Boyd, C.] [June 11.]

SMITH *v.* METHODIST CHURCH.

Mortmain — Charitable Uses — Methodist Church—29 Geo. II. c. 36—14-15 Vict. c. 142—47 Vict. c. 88 (O.).

A testator by his will bequeathed and devised all his property, real and personal, to a trustee upon trust, to convert the same into money and hold the proceeds upon trust; amongst other things, to pay to the treasurer, for the time being, of the Superannuated Fund of the Methodist Church, \$1,000.

Held, that the said bequest was not void under 29 Geo. II. c. 36, which is commonly but inaccurately called the Mortmain Act, but is really an Act to prevent the devising of lands for charitable uses. The Statutes 14-15 Vict. c. 142, which incorporated certain benevolent societies under the name of the Conventional Society of the Wesleyan Methodist Church in Canada, and which provides that the corporation may take up, grant, devise, or otherwise dispose of any land or interest in land, and vests in the corporation all lands, etc., which should thereafter be granted, devised or bequeathed in any manner or way whatsoever in favour of the said corporation,