

Q.B.]

NOTES OF CASES.

[Com. Pl.]

closure of the fact did not avoid the policy.

W. Mulock for plaintiff.

Bethune, Q. C., contra.

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MOSER V. SNARR.

Promissory note—Defence of forgery—Expert evidence—New trial refused.

In an action by an innocent holder against the endorser of a promissary note the defendant pleaded that the alleged endorsements were forgeries. On the first trial the jury disagreed, and on the second found for the plaintiff. No expert was called at either trial, and the court refused a new trial to enable such evidence to be given.

Bigelow for plaintiff.

Ferguson, Q.C., contra.

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BEAUMONT V. CRAMP.

Chattel mortgages—Renewal.

Kissock v. Jarvis, 9 C. P. 156, as to the yearly renewal of a chattel mortgage approved and followed, notwithstanding the recent legislation since the decision of that case.

Ferguson for application.

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COMMON PLEAS.

In Banco.]

[Nov. 27.]

STEELE V. THE GRAND TRUNK RAILWAY COMPANY.

Railways—Carriage of goods—Notice of arrival.

This was an action against the defendants for breach of contract to safely carry and deliver to the plaintiff certain goods delivered by the plaintiff to the defendants, to be carried from Hamilton to Toronto. The defendants objected that the action being in case, the plaintiff must fail, as they contended the evidence shewed that the plaintiff was not the owner of the goods, having sold them to one H.; and further that the plaintiff had omitted to give notice to the defendants within thirty-six hours after the delivery of the goods to him by the defendants, as required by the terms of the agreement under which the goods were alleged to have been carried.

Held. that the objections failed: for that the evidence showed, (1), that the plaintiff was the

owner of the goods; and (2) that the goods were not safely carried to Toronto and there delivered to the plaintiff, and therefore the defendants could not set up the omission to give the said notice. The plaintiff was therefore held entitled to recover.

MacKelcan, Q.C., for the plaintiff.

McMichael, Q.C., for the defendants.

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HENRY V. GILLEECHE.

Will—Determination of Life Estate by Marriage or Death.

The question in this case was as to the construction of the following clauses in a will: "Third: I give and bequeath to my daughter-in-law, E. D., widow of my son W. D., deceased, the proceeds of the remains of my real estate, situate," &c. "To have and to hold the same to her use and support of my son W. D.'s children during her natural life, and so long as she remains the widow of my son, W. D.; and in the event of the death of my daughter-in-law then to my said grand-children. To have and to hold the same as long as they remain minors. Fourth: I give, devise and bequeath to my grandson, P.D., his heirs and assigns, *all* my real estate, being," &c., (the same land above mentioned.) To have and to hold the same to him and his heirs and assigns, to his and their use and behoof forever, subject to the condition set forth in the third clause of this instrument." E. D., the widow of W. D., after the death of the testator, and before the commencement of this suit, married again and was still living.

Held, that the proper construction of the above clauses was to give the land to the minors immediately on the determination of the mother's estate, whether it be by marriage or death.

Milligan (of Brampton), for the plaintiff.

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MAYER V. THE GRAND TRUNK RAILWAY COMPANY.

Railways—Warehousing of goods—Condition as to liability.

The plaintiff shipped goods from Montreal to Toronto by the defendants' railway, which duly arrived at Toronto and was placed in the defendants' warehouse there. By one of the conditions under the heading, "Notices and Conditions of Carriage," endorsed on the back of the request note, signed by the plaintiff, and the