

Div'l Court.]

[June 1.

THE QUEEN v. DOTY.

Criminal law—Conviction for seduction only, though evidence given would have supported rape, and bill for which had been ignored by the grand jury—R.S.C., c. 157, s. 3.

The prisoner was charged, under R.S.C., c. 157, s. 3, clause "A," of the Act respecting offences against public morals and public convenience, with having unlawfully seduced a girl between fourteen and sixteen years of age, and the girl gave evidence sufficient, if believed, to support a conviction for rape. An indictment for rape had been presented to the grand jury at the same assize, and had been ignored. The trial judge (FALCONBRIDGE, J.) reserved a case as to whether a conviction under the above section of R.S.C., c. 157, could, under the circumstances, be supported.

Held, that it could, and that the conviction should be affirmed.

DuVernet for the prisoner.

Cartwright, Q.C., for the Crown.

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MULCAHY v. COLLINS.

Husband and wife—Married woman—Separate estate—Chose in action—Contract of married woman.

Decision of STREET, J., reported 24 O.R. 441, affirmed. Though it might be impossible to ascertain until the winding up of the testator's estate whether the residuary gift to the married woman is of any value, yet, at the least, she had a chose in action, a right to have the estate of the testator duly administered, and the residue, after satisfying all proper demands against it, handed over to her; and, assuming this to be so, such chose in action was personal estate, and separate estate within the meaning of R.S.O., c. 132.

W. Cassels, Q.C., for Elizabeth Collins.

Macdonald for the plaintiff.

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REDFERN ET AL. v. POLSON ET AL.

Company—Sale of all assets—Contract to transfer all shares—Winding-up order before completion—Specific performance.

The shareholders of a dry dock company, in November, 1888, sold and transferred their buildings and plant, and also contracted that they would, within a year, transfer their charter by assigning all their stock to the nominee of the purchaser. A portion of the purchase money only was paid. The purchaser did not, however, nominate a person to whom the shares should be transferred, and the same were not transferred before this action, and in November, 1890, an order for the winding up of the company was made. The liquidators of the company now brought this action to recover the balance of the purchase money and interest.