

DIARY FOR MARCH.

1. Tues. Court of Appeal sits. General Sessions and County Court sittings for trial in York.
2. Wed. Ash Wednesday.
5. Sat. York changed to Toronto, 1834.
8. Sun. 1st Sunday in Lent.
10. Thurs. Prince of Wales married, 1833.
13. Sun. 2nd Sunday in Lent. Lord Mansfield born, 1704.
17. Thurs. St. Patrick's Day.
18. Fri. Arch. McLean, 8th C.J. of Q.B. Sir John B. Robinson, C.J., Court of Appeal, 1883.
19. Sat. P. M. S. Vankoughnet 2nd Chancellor of U.C., 1892.
23. Sun. 3rd Sunday in Lent.
24. Wed. Sir George A. Tur. Lieut. Gov. of U.C., 1838.
25. Sat. Bank of England incorporated, 1694.
27. Sun. 4th Sunday in Lent.
28. Mon. Canada ceded to France, 1832.
30. Wed. B.N.A. Act assented to, 1867. Lord Metcalfe, Gov.-Gen., 1849.
31. Thurs. Slave trade abolished by Britain, 1807.

Early Notes of Canadian Cases.

SUPREME COURT OF CANADA.

Ont.]

[Nov. 16.

ELECTRIC DESPATCH CO. v. BELL TELEPHONE COMPANY.

Contract—Telephone service—Transmission of messages—Construction of term—Breach.

The Bell Telephone Co. sold to the Electric Despatch Co. all its messenger, cab, etc., business in Toronto and the good will thereof, and agreed, among other things, that they would in no manner, during the continuance of the agreement, transmit or give, directly or indirectly, any messenger, cab, etc., orders to any person or persons, company or corporation, except the Electric Despatch Co. An action was brought for breach of this agreement, such alleged breach consisting of the Bell Telephone Co. allowing their wires to be used by their lessees for the purpose of sending orders for messengers, cabs, etc.

Held, affirming the judgment of the court below (17 A. R. 292) and of the Divisional Court (17 O.R. 495), RITCHIE, C.J., doubting, that the telephone company could not restrict the use of the wires by their lessees; that, being ignorant of the nature of communications made over the wires by persons using them, the company could not be said to "transmit" the messages within the meaning of the agreement, and that they were under no obligation, even if it were possible to do so, to take measures to ascertain the nature of all messages

sent over the wires and prevent any being sent relating to messenger, cab, etc., orders.

Appeal dismissed with costs.

Robinson, Q.C., and Moss, Q.C., for appellants.
Lash, Q.C., for respondents.

Quebec.]

[Nov. 17.

THE ONTARIO BANK v. CHAPLIN.

Joint and several debtors—Insolvency—Distribution of assets—Privilege—Winding-up Act, s. 62—Deposit with bank after suspension.

Held, (1) affirming the judgment of the court below (STRONG and FOURNIER, JJ., dissenting) *per* RITCHIE, C.J., and TASCHEREAU, J., that a creditor is not entitled to rank for the full amount of his claim upon the separate estates of insolvent debtors jointly and severally liable for the amount of the debt, but is obliged to deduct from his claim the amount previously received from the estates of other parties jointly and severally liable therefor.

Per GWYNNE and PATTERSON, JJ.: That a person who has realized a portion of his debt upon the insolvent estate of one of his co-debtors cannot be allowed to rank upon the estate in liquidation (under the Winding-up Act) of his other co-debtors jointly and severally liable, without first deducting the amount he has previously received from the other estate. R.S.C., c. 139, s. 62, the Winding-up Act.

(2) Affirming the judgment of the court below: A person who makes a deposit with a bank after its suspension, the deposit consisting of cheques of third parties drawn on and accepted by the bank in question, is not entitled to be paid by privilege the amount of such deposit.

Appeal dismissed with costs.

H. Abbott, Q.C., for appellant.

H. Greenshields for respondent.

BENNING ET AL. v. THIBAUDEAU.

Insolvency—Claim against insolvent—Notes held as collateral security—Collocation—Joint and several liability.

Held, affirming the judgment of the court below, that a creditor who by way of security for his debt holds a portion of the assets of his debtor, consisting of certain goods and promissory notes endorsed over to him, is not entitled,