

Notes of Canadian Cases.

SUPREME COURT OF CANADA.

Ontario.]

CRAIG v. SAMUEL.

[Jan. 15.]

Promissory note—Consideration—Transfer of patent right—Bills of Exchange.
Act, 53 Vict., c. 33, s. 30, s-s. 4 (D.).

C. and F. were partners in the manufacture of certain articles under a patent owned by F. A creditor of F. for a debt due prior to the partnership induced C. to purchase a half interest in the patent for \$700, and join with F. in a promissory note for \$1,000 in favour of said creditor, who also, as an inducement to F. to sell the half interest, gave the latter \$200 for his personal use. In an action against C. on this note,

Held, reversing the decision of the Court of Appeal, TASCHEREAU, J., dissenting, that the note was given by C. in purchase of the interest in the patent, and, not having the words "given for a patent right" printed across its face, it was void under the Bills of Exchange Act, 53 Vict., c. 33, s. 30, s-s. 4 (D.).

Appeal allowed with costs.

Moss, Q.C., and Thompson for the appellant.

Watson, Q.C., and Parkes for the respondents.

Nova Scotia.]

DOYLE v. MCPHEE.

[Jan. 15.]

Deed—Description of land—Extent—Terminal point—Number of rods—Railway company.

A deed conveyed a lot of land and also "a strip of land twenty-five links wide, running from the eastern side of the aforesaid lot along the northern side of the railway station about twelve rods unto the western end of the railway station ground, the said lot and strip together containing one acre more or less."

Held, reversing the decision of the Supreme Court of Nova Scotia, TASCHEREAU, J., dissenting, that the strip conveyed was not limited to twelve rods in length, but extended to the western end of the station, which was more than twelve rods from the starting point.

Appeal allowed with costs.

Ross, Q.C., for the appellant.

McInnes for the respondents.

Nova Scotia.]

REID v. CREIGHTON.

Chattel mortgage—Affidavit of bona fides—Compliance with statutory forms—Change of possession—Levy under execution—Abandonment.

N. executed a chattel mortgage of his effects, and shortly afterwards made an assignment to one of the mortgagees in trust for the benefit of his creditors. The assignee took possession under the assignment.