

Com. Pleas.]

NOTES OF CANADIAN CASES.

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POLSON V. DEGENER.

Property passing—Engine and boiler—Illegal detention.

An engine, boiler and other machinery were shipped to the defendant E. under a written order to ship same to his address as per price agreed on—\$875—\$225 to be allowed for E.'s portable engine and boiler, and \$635 to be paid on shipment; but if not settled for in cash or notes within twenty days the whole amount to become due. The order not to be countermanded and until payment the machinery to be at E.'s risk, which he was to insure, and on demand assign policy to the plaintiff, and the title to machinery was not to pass out of plaintiff, E. agreeing not to sell or remove same without the plaintiff's consent in writing. On default of payment he could enter and take machinery, and E. agreed to deliver same to plaintiff in like good order and condition as received—save ordinary wear and tear—and to pay expenses of removal. Any notes or other security given by E. for his indebtedness to be collateral thereto. The machinery was put up in a mill on premises leased by defendant D. to E.'s wife for one year from 11th March, 1881, and which premises D. agreed to sell to E. E.'s wife died on 23rd October, 1883, and by her will appointed E., her executor, giving him power to sell or dispose of any property to which testatrix was or might be entitled. E., by deed dated 27th April, 1885, remised and released to D. all the right, title and interest in the premises, as well of himself as also as executor, together with the mill built thereon, with the boiler and engine and all fixed and movable machinery; and on the same day D. leased the said premises, mill and machinery to E. for one year. After the execution of this lease D. mortgaged the land, mill and machinery to the defendants, the F. Loan Society. The defendant E. never paid any cash, but gave his promissory note at three months which was renewed from time to time, but ultimately, E. having failed to pay same, the plaintiff demanded the machinery when D. notified plaintiff not to remove same, as also did the society. In an action against E., D. and the F. Society,

Held, that the effect of the transaction was that the property in the machinery was in the

plaintiff, and that he was entitled thereto; and that there was an illegal detention by defendants amounting to a conversion; and that unless the defendants allowed the plaintiff to remove the machinery the plaintiff was to recover the \$635 with interest.

Reeve, Q.C., for the motion.

Echlin and Hands, contra.

ROAN V. KRONSTEIN.

Lease for life—Statute of limitations.

In ejectment the following agreement was proved: "It is hereby agreed between R. and Mrs. H. that the line as surveyed between the lots of the above parties on Cherry Street by Mr. B. is correct; but that the said Mrs. H. be permitted to occupy her house during her life and not be compelled to remove the same, notwithstanding a portion of it is on the land of said R.; but that after the death of the said Mrs. H. said R. may claim the whole of his said lot; and that in the meantime said R. shall occupy his said lot up to the said line in rear of the said house."

Held, that the agreement must be construed as a demise, or lease to Mrs. H. for life of that portion of the lot 12 covered by the house, and not merely a license to occupy same, so that the right of entry thereto of the plaintiff, who claimed under R., did not accrue until Mrs. H.'s death, and therefore plaintiff having brought his action within ten years of Mrs. H.'s death was not barred by the statute of limitations.

Carscallen, for the plaintiff.

Robertson, Q.C., for the defendants.

REGINA V. ANDREWS.

Criminal law—Evidence, admissibility of—Corroborative evidence.

The prisoner was indicted for unlawfully using an instrument on one J. L., with intent to procure her miscarriage. J. L. was called for the prosecution to prove the charge, and in cross-examination she stated that she had not told H. A., H. R. and M. T. that before the prisoner had operated on her she had been operated on for the purpose of procuring a miscarriage by Dr. E. H. A., H. R. and M.