

NOTES OF CASES—DIGEST OF ENGLISH LAW REPORTS.

From C. C. Stormont, D. & G.] [May 14.]

HOLT V. CARMICHAEL.

Chattel Mortgage—Description.

Held, affirming the judgment of the County Court that the words "one single buggy," in a chattel mortgage, was not a sufficient description to satisfy Rev. Stat. c. 119, sec. 23.

Bethune, Q.C., for the appellant.

Richards, Q.C., for the respondent.

Appeal dismissed.

From Chy.]

[May 14.]

BLASDELL V. BALDWIN ET AL.

Partition—Water mill privilege.

The plaintiff filed her bill for a partition of 200 acres of land on the river Ottawa, and a water mill privilege appurtenant thereto. She and the defendant A. H. had acquired the property in question as tenants in common, and A. H. had subsequently conveyed an undivided one-fifth of his portion to the four other defendants. The evidence showed that in order to divide the water-privilege very complicated structures would have to be made at heavy expense, and that a large sum of money would have to be expended annually in maintaining them. It also appeared the difficulties in carrying out the scheme would be very great.

Held, affirming the decision of Spragge, C., that under the circumstances a partition of the water privilege could not be decreed; and a sale thereof, together with a quantity of land sufficient for the purpose was ordered.

O'Connor, Q. C., and Bain for the appellant.

Moss, for the respondent.

Appeal dismissed.

COURT OF CHANCERY.

V.-C. Blake.]

[May 13.]

THE QUEEN INSURANCE COMPANY V. DE-VINNEY.

Fire Insurance—Compromise of claim—Fraud.

In order to prevent a compromise of a disputed claim being set aside, there must have been a matter of doubt to be settled, and there must be no fraud on either side: where, therefore, on the destruction of a house by fire, which had been insured, application was made

to the Insurance Company for payment who, after investigating the matter, so far as the facts within their knowledge enabled them to do so, compromised with the assured by paying a portion of the sum insured. Some months afterwards the Company, having received information which satisfied them that a fraud had been committed upon them, and that the assured had himself feloniously caused the fire, instituted proceedings to compel repayment. The Court being satisfied that the act as charged had been committed, made the decree as asked, with costs.

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR AUGUST, SEPTEMBER, AND OCTOBER, 1877.

(From the American Law Review.)

ADMINISTRATOR—See EXECUTORS AND ADMINISTRATORS.

APPOINTMENT—See POWER; TRUST, 1.

ASSIGNMENT OF SUIT.

A creditor of a company began a suit for winding it up, and then assigned his claim and the right to proceed in the winding-up proceedings to a shareholder in the company, who undertook to carry on the suit. *Held*, that such a proceeding could not be allowed.

—In re Paris Skating Rink Co. 5 Ch. D. 959.

ATTORNEY AND CLIENT.—See SOLICITOR.

BAILMENT.

Plaintiff (in each case) left his bag, worth more than £10, at the cloak-room of defendant's station, and received a ticket therefor, on the face of which was the date and number of it, and the time of opening and closing the cloak-room, and the words: "See Back." On the back it was stated that the company would be responsible only to the amount of £10. There was also a notice to this effect hung in the cloak-room, in a conspicuous place. The judge left these questions to the jury: "1. Did the plaintiff read or was he aware of the special condition upon which the article was deposited? 2. Was the plaintiff under the circumstances under any obligation, in the exercise of reasonable and proper caution, to read or make himself aware of the condition?" Both questions were answered in the negative, and the judge ordered judgment for plaintiff. *Held*, that there must be a new trial.

—Parker v. The South Eastern Railway Co; Gabell v. The Same; s. c. 1 C. P. D. 618.

BANKRUPTCY.—See DETINUE; PROXY; SET-OFF.