

Where a document of date 1831 purporting to have been executed by father and son, was produced from the custody of a grandson of the former, and as having been kept with title papers in a box formerly in the custody of the grandson's brother, and now in the grandson's custody, and where a document, of date 1840, purporting to be a will, was produced from the custody of a nephew of a person purporting to have signed it as a witness, and as having been kept by him with other papers in a chest now in the nephew's custody, both documents were held admissible in evidence without proof of execution.

L. P. D. Tilley, for plaintiff. *Currey*, K.C., and *E. T. Knowles*, for defendant executors. *Skinner*, K.C., for O'Neill Lumber Co. *S. A. M. Skinner*, for defendant Elizabeth Patterson.

Barker, J.] DUGUAY v. LANTEIGNE. [March 21.

Deed—Maintenance bond—Declaration of lien.

Where land was conveyed in consideration of a bond by the vendee to maintain the vendor and wife for life, but the consideration was not expressed in the deed, a decree was made charging the land with a lien for the performance of the agreement in the bond.

Currey, K.C., and *Byrne*, for defendant. *Tced*, K.C., for plaintiff.

Province of Manitoba.

KING'S BENCH.

Full Court.] MANEER v. SANFORD. [March 4.

Principal and agent—Misrepresentation of authority of agent—Liability for—Measure of damages.

Appeal from judgment of *PERDUE*, J., noted vol. 40, p. 162, dismissed with costs.

As to the measure of damages, the cases of *Robinson v. Harman*, 1 Ex. 850; *Engel v. Fitch*, L.R. 4 Q.B. 659; and *Richardson v. Williamson*, L.R. 6 Q.B. 276, were cited as authorities.

Anderson, and *Hudson*, for plaintiff. *Aikins*, K.C., for *Riley*.