

Q. B. Div.]

NOTES OF CANADIAN CASES.

[Chan Div.]

QUEEN'S BENCH DIVISION.

REGINA V. McELLIGOTT.

Conviction—Assault—Stopping carriage.

A conviction for standing in front of the horses and carriage driven by V. in a hostile manner, and thereby forcibly detaining the said V. in the public highway against his will, was

Held, bad in stating the detention as a conclusion and not as parcel of the charge.

FARMER V. TRIBUNE PRINTING CO.

Libel—Newspaper—Justification.

To a statement of claim charging the defendants with publishing of the plaintiff that he had seduced B. P., whereby &c., the defendants pleaded that the article was published bona fide and without malice, and for the public benefit and in the usual course of business as journalists, and was a correct, fair and honest report of proceedings of public interest.

Held, bad on demurrer.

CHANCERY DIVISION.

Hagarty, C. J.]

[Oct. 23]

GRAHAM V. ROSS.

Mortgage—Covenant—Forfeiture.

Defendant gave a mortgage to the plaintiff in which he covenanted to pay the mortgage money in equal annual instalments, and also to build a good log house on the land mortgaged within one year from the date of the mortgage, and there was a proviso that on breach of this covenant the mortgage should immediately become due and payable.

No default occurred in payment of the mortgage money, but the log house was not built within the year as covenanted.

Held, that the plaintiff was entitled to insist on a forfeiture of the extended terms of payment in consequence of the breach of covenant as to the erection of the house, and to judgment for redemption or foreclosure.

Relief is given against forfeitures for non-payment of rent, and in certain cases for neglecting

to insure, but no case appears in which default like the present has been relieved against.

Semble, that it is now clear in this Province that equity will not relieve against a proviso in a mortgage that on default of payment of a part of the debt the whole shall become due.

Osler, J.]

[Nov. 2.]

FERRIS V. FERRIS.

Action for alimony—Desertion—Pleading.

Action for alimony. In his defence the defendant alleged "that prior to the commencement of this suit, and still, he refuses to support the plaintiff by reason of her having committed, as in fact she did, adultery with M." It appeared at the trial that the plaintiff, on being charged by the defendant with adultery, and ordered to go away, left his house, after having been forbidden to do so. At the trial, also, the defendant persisted in the charge of adultery, but failed to prove it, and indeed offered no evidence of it.

Held, that these statements in the defendant's defence, taken in connection with these facts, must be treated as sufficient proof of desertion on his part, and he must be taken to have dispensed with the necessity of the plaintiff making an offer to return.

Proudfoot, J.]

[Nov. 7.]

ARMSTRONG V. FORSTER.

Insolvent Act of 1875—Bond of official assignee—Official assignee subsequently made creditors' assignee.

Held, on demurrer to the statement of defence in this action, that where an official assignee has given a bond as such, with sureties, pursuant to the Insolvent Act of 1875 and the amending acts, and the creditors have duly appointed the same individual to be creditors' assignee, under sec. 29 of the said Insolvent Act of 1875, but have not required him to give security as such creditors' assignee, the sureties under the bond given by him as official assignee, remained liable for his dealings with the estate, and were not discharged by virtue of such appointment as creditors' assignee.