

C. L. Ch.]

NOTES OF CASES.

[Chan. Ch.]

tings, and did not attend. The Division Court Judge ruled that the defendant by entering a dispute note had shown that he knew when the trial would come on, and that he should therefore have attended. He accordingly gave judgment for the plaintiff with costs.

Held, that the defendant was entitled to full notice of the trial, and that a prohibition should issue.

J. F. Smith for plaintiff.

Ellis for defendant.

Osler, J.]

[March.

GOLDING V. MACKIE.

Ca. Sa.—*Render by bail—Supersedeas—Discharge—Reg. Gen. H. T., 26 Geo. III.*

The defendant was arrested under a *ca. sa.* and afterwards admitted to bail. Judgment was signed against him in the vacation between two terms, and he was surrendered by his bail in the vacation following.

Held, on an application for a *supersedeas* under *Reg. Gen. H. T. 26, Geo. III.*, that the render related back to the preceding term, and that the latter should count as one of the two terms within which the plaintiff should charge the defendant in execution.

J. B. Clarke for plaintiff.

G. D. Dickson for defendant.

Mr. Dalton, Q.C.]

[April 24.

SHELLY V. HUSSEY.

Examination—Trial—Verdict.

The plaintiff obtained an order to examine the defendant, and served the same upon him, with an appointment for the examination, on the commission day for the assizes at which the case was to be tried. The case was disposed of on the day on which the appointment was returnable, a formal verdict being entered for the plaintiff, subject to a reference.

Held, that the effect of the verdict was to render the order to examine, and the appointment nugatory, and that the defence could not be struck out on the ground that the defendant refused to attend.

Aylsworth for plaintiff.

Holman for defendant.

CHANCERY CHAMBERS.

The Referee.]
Blake, V.C.]

[Feb. 2.
[March 18.

CARMICHAEL V. FERRIS.

Land to be sold under decree—Tender for compensation.

Where land was advertised for sale under a decree and the purchaser, the owner of the adjoining lot, who had also been in possession by his son, of the advertised premises, tendered for them, knowing that the lands comprised fewer acres than the advertisement stated, and intending to seek an abatement after the purchase was completed, and a subsequent encumbrancer offered to give the same price for them as the purchaser,

Held, by Mr. STEPHENS, Referee, that the petitioner should be put to his election either to take the land without abatement of the purchase money, or let it go to the subsequent encumbrancer.

Affirmed on appeal by BLAKE, V.C.

F. E. Hodgins for purchaser.

Armour for subsequent encumbrancer.

Plumb for infants.

Hoyles for plaintiff.

Spragge, C.]

[March 10.

RAMSAY V. McDONALD.

Conduct of Sale.

The plaintiff having the conduct of the sale of property under decree, applied for leave to bid at the sale.

The Referee refused the application, and on appeal, SPRAGGE, C., affirmed the Referee's judgment.

MASTER'S OFFICE.

The Master.]

[January.

BLOOMFIELD V. BROOKS.

Default of co-executor—Domicile.

J. B., Sr., and S. D., of Montreal had been executors of C. B., who died in Montreal about 1844; S. D. proved the will in Onta-