

Chan. Div.]

NOTES OF CASES.

[Chan. Div.]

in price between salt he was obliged to buy and contract price. The charge by rail was greater in consequence of the change in mode of carriage. *Held*, that defendant was not entitled to look to plaintiff for damages which he might have recovered if he had chartered a vessel at \$1 after the communication by telegraph; but that plaintiff could recover difference in price paid consignee, both for freight and cartage.

Bethune, Q. C., and Garrow for appeal.

W. R. Mulock, contra.

Osler, J.]

[Oct. 25.]

ROBERTS V. CLIMIE.

Libel—Privilege—License Commissioners.

License Commissioners have no power to pass a resolution preventing the sale of liquor in any tavern, to any person addicted to drink, or the wife, etc., of such person.

C. Robinson, Q. C., for demurrer.

S. Ridout, contra.

Osler, J.]

[Oct. 28.]

McKITRICK V. HOLLY.

Insolvent Act, 1875—Deed of composition—Validity.

A deed of composition providing for payment of partnership creditors only, without providing for separate creditors, is held defective.

Walsh, for plaintiff.

Scott, contra.

CHANCERY DIVISION.

Proudfoot, J.]

[Oct. 12.]

KILLINS V. KILLINS.

Administration suit—Imperfect account—Costs.

In a suit for administration, it appeared that the personal representative had kept very imperfect accounts of the estate, and that those brought into the Master's office had been made up partly from scattered entries and partly from memory.

Held, a sufficient justification for the institu-

tion of the suit, and that the plaintiff was entitled to the costs of the suit from the defendant up to the hearing, although no loss had occurred to the estate.

It was also shewn that the personal representative had invested the moneys of the estate in land out of the jurisdiction of the Court as well as on personal security, but no loss had been sustained, all having been repaid by the borrowers.

Held, that these facts did not constitute any ground for depriving her of the costs of suit subsequent to the decree.

W. Cassels, for plaintiff.

Moss, for defendants.

Proudfoot, J.]

[Oct. 19.]

BANK OF MONTREAL V. HAFNER.

Demurrer—Mechanics' Lien Act—Mortgagee—Owner.

The plaintiff instituted proceedings to enforce a mechanic's lien, which had been duly registered, and the suit prosecuted. The plaintiff claimed to be entitled to priority in respect of such lien over the claim of a mortgagee—whose mortgage was prior to the contract under which the lien arose—for the amount by which the selling value of the premises had been increased by the work and materials placed thereon. The assignee of the mortgagee demurred on the ground that he was an owner of the land, within the meaning of the Act, and that proceedings had not been taken against him within the time specified by the Act.

Held, that he was not such an owner, not being a person upon whose request, or upon the credit of whom the work, &c., had been done.

MacLennan, Q.C., for plaintiff.

W. Cassels, for defendant.

Proudfoot, J.]

[Oct. 19.]

STEWART V. GESNER.

Will—Construction of—Mortmain—Mechanics lien.

A will contained this clause:—"I will and desire that the residue of my real and personal estate, being about the sum of \$2,800, more or