Canadian Bank of Commerce, in Toronto, the sum of $439 $\frac{30}{100}$, value received

J. P. LOVEKIN,
"President,"

was drawn up by plaintiffs, in payment of goods sold and delivered by them to the Company, and intended to be the note of the Company, and when signed by defendant, as president, was delivered to plaintiffs and received by them as the note of the Company, with the blank before the word "promise" not filled up; moreover, on default in payment, the note was charged to the Company:

Held, that the promise was that of the Company, and that defendant was not personally liable.—*Lyman* v. *Lovekin*, 20 U. C. C. P., 363.

NOTICE.—If the purchaser under a contract for the sale of land knows it to be occupied by a tenant, he is affected with notice, as against the vendor, in case the tenant has a lease, although he did not know it in fact; and he cannot maintain a bill for specific performance with compensation against the vendor.—*James* v. *Lichfield*, L R. 9 Eq. 51.

CHATTEL MORTGAGE—ABSENCE OF RE-DEMISE—SEIZURE BEFORE DEFAULT—RIGHT OF ACTION—MEASURE OF DAMAGES.—*Held*, following *Porter* v. *Flintoft*, 6 C.P. 340, and *Ruttan* v. *Beamish*, 10 C. P. 90. Gwynne, J., dissenting from the former, but concurring in the latter, holding that an action will not lie, at the suit of the mortgagor of chattels against the mortgagee, for seizure of the chattels before default in payment, where there is no proviso in the mortgage for possession by the mortgagor until default; but that even if an action did lie, the jury should be told that the plaintiff could recover only to the extent of his interest in the goods and for the damage done to such interest, instead of, as in this case, for their full value, as in the case of a wrong-doer.—*McAulay* v. *Allen*, 20 U. C. C. P., 427.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

INSOLVENCY—PAYMENT AFTER ATTACHMENT ISSUED—RIGHT OF ASSIGNEE TO RECOVER.—*Held*, following *Roe* v. *The Royal Canadian Bank*, 19 C. P. 347, that the assignee in insolvency was entitled to recover from defendants moneys paid by the insolvent to the defendants after a writ of attachment, though unknown to defendants, had issued against the insolvent.—*Roe* v. *Bank of British North America*, 20 U. C. C. P, 351.

ONTARIO REPORTS.

COMMON PLEAS.

Reported by S. J. VAN KOUGHNET, ESQ., *Barrister-at-Law, Reporter to the Court.*)

APPLETON v. LEPPER.

False imprisonment—Justice of the peace—Warrant—Jurisdiction—Separate damages—Admission of improper evidence—Excessive damages—Adding count.

Defendant, a justice of the peace, on the 5th May, 1859, issued his warrant against plaintiff on an alleged charge of stealing a lease, without any information being laid, upon which warrant plaintiff was arrested and brought before him:

Held, that defendant was liable in trespass, as without information on oath he had no jurisdiction over the person of plaintiff.

Defendant, on 11th May, caused plaintiff to be brought before him a second time on said warrant when there was no prosecutor, no examination of witnesses and no confession, and committed plaintiff for trial:

Held, following *Connors* v. *Darling*, 23 U. C. Q. B. 541, that it was a new act of trespass for which a second count was well laid in the declaration.

At the Sessions defendant appeared as prosecutor, when plaintiff was tried and acquitted.

Held, that a count for malicious prosecution could be added for this.

Held, also, 1. That a warrant, though good on its face, will not protect a justice under cap. 126, C. S. U. C. sec. 2, unless issued upon a proper information.

2. That the jury may assess several damages on each count.

3. That the court will not grant a new trial for the improper admission of evidence where there clearly appears to be sufficient evidence to support the verdict independently of the evidence so admitted.

4. That $1,000 damages were not so excessive as to warrant a new trial: see *Berry* v. *DaCosta*, L. R. 1 C. P. 331.

[20 U. C. C. P. 138.]

Trespass for assault and imprisonment on 5th May, 1869. Second count, the same on 11th May, 1869.

Third count, that defendant, on 5th May, maliciously, &c., issued a warrant under his hand and seal for apprehending and bringing plaintiff before him, or some other justice of the peace, to answer to a charge of stealing a lease, and defendant afterwards maliciously, &c., caused her to be arrested and caused her to be imprisoned six days, till he maliciously, &c., caused her to be brought before him as a justice of the peace touching the charge, whereupon he, by another warrant, committed her for trial, when she was afterwards by the county judge admitted to bail to appear at general sessions; and defendant afterwards maliciously, &c., procured plaintiff to be indicted at the sessions for feloniously stealing a lease and piece of paper of one W. Mosley, and for feloniously receiving same, knowing them to be stolen; and defendant maliciously prosecuted the indictment against plaintiff until she at said sessions was tried and duly acquitted by a jury, &c., &c.

Fourth count, slander.

Fifth count, slander.

Plea, not guilty, by Con. Stat. U. C. cap. 126, sec. 1 to 20.

The case was tried at Toronto before Galt, J.

It appeared that a summons, at the suit of Mosley, was issued by defendant, calling upon plaintiff to appear before defendant on a charge of trespass to property. It was dated 3rd May, 1869. She appeared the same day and the matwas enquired into. A lease, made by plain-