

Sup. Ct.]

NOTES OF CANADIAN CASES.

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PUBLISHED IN ADVANCE BY ORDER OF THE
LAW SOCIETY.

SUPREME COURT OF CANADA.

Ontario.]

LANGTRY V. DUMOULIN.

*Rectory endowments—Rectory lands—29 & 30
Vict. c. 16—Construction.*

Held, affirming the judgment of FERGUSON, J. (7 Ont. R. 499), and the judgment of the Chancery Division of the High Court of Justice for Ontario (7 Ont. App. R. 644), that the lands in question in this case were covered by the terms of the Act 29, 30 Vict. ch. 16, entitled "An Act to provide for the sale of rectory lands in this Province."

Held, further, affirming the judgment of the Court of Appeal for Ontario (11 Ont. App. R. 544), that the said lands were held by the rector of St. James in the city of Toronto, as a corporation sole for his own use, and not in trust for the vestry and churchwardens, or parishioners of the rectory, or parish of St. James, and such vestry and churchwardens had therefore no *locus standi in curia*, with respect to said lands.

Howland and Arnoldi, for appellants.

H. Cameron, Q.C., for Diocese of Toronto.

MacLennan, Q.C., *Moss*, Q.C., for city rectors.

Hoskin, Q.C., for township rectors.

Appeal dismissed with costs.

Ontario.]

KINLOCH V. SCRIBNER.

Vendor and purchaser—Open and notorious sale—Actual and continued change of possession—R. S. O. cap. 119, sec. 5—Hiring of former owner as clerk.

S. having purchased from one M. a trader, his stock in trade, merchandise and effects, took delivery of the keys of the premises in which M. had carried on business and entered into possession, and immediately advertised the business in his own name in the newspaper

of the place. The day after he so took possession he dismissed the clerk, who had remained after the change, and hired M. in his place, and M. continued for some time to sell goods in the store as he had done before the sale, but in the capacity of clerk to S.

Held, that notwithstanding the hiring of M. by the purchaser, there was "an actual and continued change of possession" in the goods in the store, which satisfied the requirements of R. S. O. cap. 119, sec. 5. See 12 Ont. App. R. 367.

Ontario Bank v. Wilcox, 43 U. C. R. 460, distinguished.

McCarthy, Q.C., and *Dougall*, Q.C., for the appellants.

W. Cassels, Q.C., and *Holman*, for the respondents.

Quebec.]

MCGREEVY V. THE QUEEN.

Petition of right—46 Vict. ch. 27, (P. Q.)—Appeal to Supreme Court of Canada.

Held, that the provisions of the Supreme and Exchequer Court Acts relating to appeals from the Province of Quebec apply to cases arising under the Petition of Right Act of the Province of Quebec, 46 Vict. ch. 27.

Malhiot, Q.C., for motion.

Irvine, Q.C., contra.

Motion to quash dismissed with costs.

Ontario.]

THOMSON V. DYMENT.

Contract for sale of lumber—Acceptance of part—Right to reject remainder as not being according to contract.

T. contracted for the purchase from D. of 200,000 feet of lumber of a certain size and quality, which D. agreed to furnish. No place was named for the delivery of the lumber, and it was shipped from the mills where it was sawed to T. at Hamilton. T. accepted a number of car loads at Hamilton, but rejected others because a portion of the lumber in each of them was not, as he alleged, of the size and quality contracted for.

Held, affirming the judgment of the Court of Appeal for Ontario (12 Ont. App. R. 569), that T. had no right to reject the lumber, his only