

was evidence of the defendant having broken the contract before the interview of March, 1886, and the plaintiff's action was one of the consequences flowing from that breach. The jury might have reasoned that the plaintiff chose to consider the connection at an end, the defendant having previously violated his engagement, and that she was not willing to subject herself to the pain and mortification of being again deceived. There must be a new trial.

*Edwards* for the plaintiff.  
*Douglas* for the defendant.

BOYD, C.]

[Sept. 26.]

RE HAMILTON.

*Will—Construction—Devise to one for life, then to issue in fee simple—Shelley's case.*

Vendor and purchaser petition.

A testator devised lands to his daughter; "to her own use for the full term of her natural life, and from and after her decease to the lawful issue of my said daughter to hold in fee simple."

The daughter contracted to convey in fee simple to a purchaser.

*Held*, that the court would refrain from making any order on the petition, for that the law on this head seemed to be in a state of uncertainty, if not of transition, and any experiment had better be made in a contested case when all parties interested were represented.

*Seemle*, that the direction that the issue should hold the property in fee simple appeared incompatible with an estate tail in the mother.

*Shepley* for the vendor.

BOYD, C.]

[Oct. 2.]

SPAHR v. BEAN.

*Married woman—Action of libel—In name of married woman only—Married Woman's Property Act, 1884.—R.S.O., c. 132, s. 3—Demurrer.*

A married woman may bring an action of libel in her own name without joining her husband as plaintiff.

The omission of the words "either in contract or in tort or otherwise," found in the Married Woman's Property Act, 1884, from sec. 3,

R.S.O., c. 132, does not limit the legal effect and operation of that section.

*Hayles* for the demurrer.  
*J. D. King* contra.

BOYD, C.]

[Oct. 9.]

RE CLARK AND CHAMBERLAIN.

*Registry Act—Numbers—Letters—Discharge of mortgage—Synonymous names of parties—Uncertainty of grantee.*

Vendor and purchaser petition.

A discharge of mortgage referred to the mortgage as 5764, whereas the mortgage was registered as 5764 C.W.

*Held*, that it was a valid discharge properly registered; the Registry Act, though requiring every instrument to be numbered, says nothing about adding letters, which appear to be only arbitrary marks adopted by the officials for convenience of reference.

A discharge was required by Eliza Switzer, whereas the mortgage purporting to be discharged was made to Elizabeth Switzer.

*Held*, that this was no valid objection for the identity of the person signing was established by affidavit to the satisfaction of the registrar, and as a matter of family usage the names are synonymous and interchangeable.

In one of the conveyances in the chain of title the grant was to the party of the third part, whereas there were only two parties to the conveyance, and the party of the second part did not execute it.

*Held*, that this was a valid objection; though the instrument would be at once corrected or reformed as against the grantors; or could be cured by another conveyance drawn with proper certainty.

*S. R. Clarke* vendor in person.  
*W. M. Clark* for the purchaser.

*Practice.*

FERGUSON, J.]

[Oct. 16.]

CANADIAN BANK OF COMMERCE v. WOODCOCK.

*Married woman—Judgment against—Rule 739—Necessity for proving separate estate.*

Upon a motion by the plaintiffs for summary judgment against a married woman under Rule