would or would not in each case be injurious to the administration of justice.

The most efficient protection for the detective is not to isolate him by some circle of privilege, but to hold him harmless when he acts without malice and upon reasonable grounds of suspicion, but the same facility of redress should be given against him if he abuses his position as against the ordinary unofficial member of the community who engages in unscrupulous and unjustifiable prosecutions under the criminal law.

Per MEREDITH, J.: The matter does not rest in the mere discretion of the magistrate, judge, or court. The disclosure should not be compelled without the consent of the informer except where material to the issue when higher public interest require it, and it then should be enforced.

Per MEREDITH, J., *semble*: There is nothing to show that it was any part of the duty of the defendants *to lay any information*, so that, it may be, in so doing they stand on no more privileged ground than a private prosecutor.

J. G. Holmes for the appeal.

Herbert Mowat contra.

BOYD, C.]

RE BOOTH AND MCLEAN.

Vendor and purchaser—Land subject to mortgage for certain amount at a certain rate—Included in larger mortgage with release clause—Rate of interest reduced on punctual payment.

In an agreement for the exchange of land, it was stipulated that the land was "subject to a mortgage encumbrance for $750, bearing interest at 7 per cent. per annum."

It was ascertained that the property was one of four houses and lots mortgaged for $3,000, with an agreement to release each on payment of $750, and that the rate of interest was 10 per cent., payable half-yearly at 7 per cent. if paid punctually.

On an application under the Vendor and Purchaser Act, it was

Held, that it could not be said that the land was charged merely with a mortgage of $750 at 7 per cent. interest. It was charged with that amount at 10 per cent. interest, to be reduced to 7 per cent., and the representation made that the property was subject to an encumbrance of $750 at 7 per cent. did not convey an accurate statement of the real facts.

B. N. Davis for the vendor.

J. A. Ferguson for the purchaser.

BOYD, C.] [Dec. 26,

RE FRASER AND BELL.

Will—Devise—Estate tail—Remainder expectant thereon—Barring of estate tail—R.S.O., c. 103, s. 3.

In an application under the Vendor and Purchaser Act, in which a title was traced through a will in these words: "I will and bequeath to my son J.W., and to the heirs of his body, also I will and bequeath to my daughter W.W., and to the heirs of her body, and if either . . . should die without leaving heirs of their body (to the survivor) and to the heirs of their body . . . and should both die without leaving living issue, then I will and bequeath to . . . D.R.W. . . . and to F.W., etc.,"

Held, that there was an estate tail vested in J.W., and that there was nothing in the will to limit or conflict with the estate tail, and that there was an ultimate remainder expectant on the estate tail in D.R.W. and F.W. which might be barred under R.S.O., c. 103, s. 3.

Huson W. M. Murray, Q.C., for the vendor.

Hoyles, Q.C., for the purchaser.

Common Pleas Division.

Div'l Court.]

BANK OF OTTAWA *v.* GORMAN.

Division Court—Reservation of judgment without fixing day—Absence of prejudice—Prohibition.

The fact of a Division Court judge reserving judgment without fixing a day and time for the delivery thereof is no ground for prohibition, unless the party applying has been prejudiced thereby, and has not consented to the cause adopted, or has not subsequently waived the objection.

C. J. Holman for the motion.

Aylesworth, Q.C., *contra.*
