

lam, including the part opposite to the place in question, was detached from Harvey and joined to Verulam for municipal and other purposes, as is enacted, as if it had always been part of Verulam. In 1879 a new bridge was built at the said place, and an arbitration had between the counties, and on May 18th, 1880, after the said Act came into force, an award was made settling defendants' share of the cost, which they paid. In 1887, the bridges having got into disrepair, the plaintiffs appointed their arbitrator to settle the cost of repair, etc.; but defendants refused to join in the arbitration, contending that since the 42 Vict. no liability therefor was cast on them. The inhabitants of certain portions of the adjoining townships in Peterborough continued to use these bridges, which were their only means of access to their county town and market.

Held, that the road at the said place must still be considered the boundary line road, and defendants were liable for the maintenance and repair of the bridges.

Moss, Q.C., and Hudspeth, Q.C., for plaintiffs.

Lash, Q.C., and Edwards, for defendants.

WILKINSON v. HARVEY *et al.*

Sheriff—Liability of execution creditors for wrongful seizure—Solicitor and client—Liability for acts of solicitor.

The defendants, who lived in Hamilton, and had a claim against W. at Ingersoll, issued a writ therefor through their solicitors C. & B., which was served by C., who went to Ingersoll under special instructions from defendants to do so, and to take such steps as they might think best to recover the claim. A judgment was afterwards obtained, and an execution against W.'s goods issued. The sheriff sent his officer to execute the writ, who was informed by W. that he had no goods, which the officer believed to be true, and so informed the sheriff, who accordingly notified C. & B. C. & B. refused to accept this, and wrote to the sheriff in effect that he had acted improperly in not seizing the goods on *ex parte* statements, and that he must take such action as would enable him to test the truth of the statements he had acted on. The sheriff then seized the goods and applied for an interpleader order. The goods were proved to be the plaintiff's. In

an action to recover damages occasioned by the seizure,

Held, that the sheriff must be assumed to have seized, under the circumstances, under instructions from the defendant's solicitors, and as the solicitors were acting under special instructions from the defendants, the latter were liable to the plaintiff. *Smith v. Keal*, 9 Q. B. D. 340 distinguished.

G. T. Blackstock, and Walsh, for plaintiff.

P. Denovan, for defendants.

THE CORPORATION OF THE TOWNSHIP OF OXFORD v. GAIR *et al.*

Principal and surety—Municipal corporations—Bond—Release of surety—New bond.

A bond, intended to be a joint and several bond, was drawn up, to be executed by G., who was plaintiff's treasurer, and by L. and A., as his sureties. A. executed the bond on the 16th December, 1886, on the supposition and understanding that it should not be binding on him until executed by the others. On 27th December, to enable him to run as a councillor, A. requested the council to release him from the bond, which was agreed to, and on 17th January, 1887, a formal resolution was passed accepting H. as surety in his place, and stating that a new bond had been executed by G., L., and H. On the same day the first bond, which had not been executed by G. or L., was then executed by them. In an action against A. on the first bond,

Held, that he was not liable thereon.

Osler, Q.C., and Kydd (of Ottawa), for the plaintiffs.

French and Saunders, for the defendant Anderson.

THE BRITISH AND CANADIAN LOAN AND INVESTMENT COMPANY v. WILLIAMS.

Mortgage—Acquirement of equity of redemption by mortgagee—Release of mortgagor—Intention—Evidence of.

The defendant executed a mortgage on certain land to the plaintiffs, dated November 5th, 1881, to secure \$2,200 and interest, and on May 8th, 1882, conveyed the land to L., subject to the mortgage. On May 12th, 1883, L. conveyed to the plaintiffs. Afterwards the plaintiffs en-