
REPORTS AND NOTES OF CASES.

Dominion of Canada.

SUPREME COURT.

CITY OF ST. JOHN v. GORDON.

N.B.]

CITY OF ST. JOHN v. QUINLAN.

[May 7.]

Lease—Covenant to pay for improvements—Buildings and erections—Foundation—Piling and filling in—Intention of lessee.

The City of St. John leased certain mud flats, the lease containing a covenant that if the lessees should "put up any buildings and erections for manufacturing purposes" thereon the same at the expiration of the term, should be appraised in the manner provided and the city should have the option of paying the appraised value or renewing the lease. On expiration of a term the city elected to pay.

Held, that the lessees were entitled to be paid the value of piling and filling in on said lots to form a foundation for buildings erected and in existence at the expiration of the lease, but not for such piling and filling in at a place where no buildings existed but on which buildings were intended to be erected for manufactures.

Appeal allowed with costs.

Baxter, K.C., for appellant. *Todd*, K.C., for respondents.

Ont.]

[May 7.]

STEECHER LITHOGRAPHIC CO. v. ONTARIO SEED CO.

Assignments and preferences — Chattel mortgage—Hindering and delaying creditors—Assignment of book debts—Surety.

The Ontario Seed Co. owed a bank some \$8,000 for which J. was surety by bond and indorsed notes for all but \$500. The bank also held as further security an assignment of the company's book debts. The company gave to A., a brother of J., a chattel mortgage of all its personal property and agreed to assign to him the book debts. A. then gave to the company