

SKIRVING v. ROSS.

Slander—Medical practitioner—R.S.O. Ch. 142, Sec. 21.

A gentleman registered as a medical practitioner in Scotland, but who has neglected to comply with the provisions of R.S.O. ch. 142, sec. 21, is not in a position to maintain an action against a person for slandering him in his profession.

Bethune, Q.C., for the plaintiff.

Ball, Q.C., for defendant.

OLIVER V. NEWHOUSE.

Lease of farm and stock—Power to sell.

A father made a lease of his farm stock and implements of husbandry to his son for the term of five years determinable at will, with power to the son to sell or exchange the stock and implements in his discretion, so however that any goods sold should be replaced by others of equal value.

Held, following the older authorities, that the lease gave the son only a limited interest in the goods during the term; that such goods as he did not part with remained just as if no power to sell had been given; that all goods brought on the premises in lieu of the demised goods sold or exchanged under the power, became subject to the terms of the demise.

And even assuming that the property in the goods passed to the son, yet the lease having been determined by re-entry of the father, the residue of the original goods and the substituted goods became vested in him as the original goods had been before the execution of the lease, and an execution creditor who had recovered judgment after such re-entry had therefore no claim to the goods.

Ferguson, Q.C., and McFadden for the plaintiff.

McCarthy, Q.C. and Milligan for the defendant.

POSTMASTER-GENERAL V. MCCOLL.

Damage—Proximate cause of.

One Cæsar, a postmaster at Ramsgate, took from the mail matter in his charge, a letter containing several cheques, and having forged the endorsements, presented them to a bank, where they were cashed upon Cæsar's giving an under-

taking as to the genuineness of the endorsements. On a special case as to the liability of the sureties of Cæsar in a bond conditioned that the postmaster "should not commit any theft, larceny, robbery, or embezzlement of, or lose, or destroy, or commit any malfeasance, misfeasance or neglect of duty, from which may arise any theft, larceny, robbery, embezzlement, loss or destruction of any money, goods, chattels, valuables or effects, or of any letter or parcel containing the same,

Held, that the bank on whose behalf the Postmaster-General prosecuted this action was entitled to nominal damages only, for the larceny of the letters; and could not recover for the loss occasioned by the payment of the charges, as the forgery and not the larceny was the proximate cause of the damage so resulting.

Semble that the doctrine of estoppel by executing instruments in blank is confined to negotiable instruments, and does not apply to deeds.

Hodgins, Q. C., for the Crown.

Robinson, Q. C., contra.

FISHER V. GRAHAM.

Breach of promise of marriage—Evidence.

In an action for breach of promise of marriage the evidence showed that the plaintiff who had been seduced by the defendant, had told her father that she was going to get married to the defendant; and that plaintiff's father had said to defendant "and you promised to marry her," to which the defendant replied, "I will marry her if it is mine." The jury found a verdict for plaintiff, with \$200 damages.

Held, on motion for a non-suit, that the admissions of the defendant, and the statement of the plaintiff to her father, her apparent acquiescence, coupled with her probable desire under the circumstances to bring about a marriage, were sufficient evidence to go to the jury, of a mutual agreement to marry, though there was no actual promise proved on plaintiff's part. Where the promises were laid in the first count of the declaration to marry within a reasonable time, and in the second count to marry on a day now past, and the evidence given in support of them was that defendant had said he would "marry if the child were his," and that "he would not do anything until he got some part of the land off the old man and he would marry her then," that the child was his, and that he had admitted