

Q. B. Div.]

NOTES OF CANADIAN CASES.

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Held, per HAGARTY, C. J., that the Dominion Statute was not *ultra vires* by reason of its adopting and applying the laws of Ontario as to jurors to criminal procedure.

Semle, that under sec. 139, C. S. U. C. ch. 31, where no unindifference or fraudulent dealing of the sheriff is shewn, any irregularities are not assignable for error.

Per ARMOUR and CAMERON, JJ.—The objection raised by the prisoner was not a good ground of challenge to the array.

Quære, whether when such a question has been reserved by a Judge at the trial, it can afterwards be made the subject of a writ of error.

Irving, Q.C., for the Crown.

Murphy, contra.

REGINA V. BISSELL.

Neglect to support wife—Conviction—Evidence of wife.

The wife is an inadmissible witness on the prosecution of the husband for neglect to support her.

REGINA V. NELSON.

Witness absent from Canada—Deposition—Admissibility.

The admissibility of the deposition of an absent witness, on a charge of forgery, was held to be in the discretion of the judge at the trial.

Osler, Q.C., for prisoner.

Scott, Q.C., contra.

OMNIUM SECURITIES CO. V. CAN. F. & M. INS. CO.

Fire insurance—Mortgagor and mortgagee—Subrogation—Mortgagor's fraud in getting policy.

A mortgagor of realty to plaintiffs afterwards insured the buildings with defendants, loss, if any, payable to plaintiffs. On a printed paper annexed to policy was contained an agreement that the insurance, as to mortgagee's interest only, should not be voided by any act or neglect of mortgagor or owner of property in-

sured, nor by occupation of the premises for purposes more hazardous than permitted by policy. On a loss occurring defendants resisted payment, and on a reference to arbitration an award was made in plaintiff's favour, the arbitration rejecting evidence in defendant's behalf of the fraudulent procurement of the policy.

Held, that the above agreement related only to future acts, that there was no guaranty of the policy as indisputable, and that defendants were not prevented from showing fraud in obtaining policy. The case was therefore remitted to admit the rejected evidence.

REGINA V. REEVES.

Cab driver—License.

Cap. 174, sec. 415, R. S. O., does not authorize a license fee being imposed on cab drivers, nor does 42 Vict. ch. 31, sect. 21, extend the power of the Board of Police Commissioners over persons not within its jurisdiction, so as to legalize such a fee.

Osler, J.]

GILES V. MORROW.

Dower—Absence of husband—Presumption of death.

The presumption of death, from the absence of defendant's husband for more than seven years, sufficient to support action of dower.

Cameron, J.]

[Dec. 12, 1882.]

RE INGERSOLL V. CARROLL.

By-law to take gravel for street repairs—Award.

A by-law should define the granting of gravel required to be taken from a party's land for road repairing, and an award made in pursuance thereof should fix value of the granting required as well as amount payable for right of entry to take the gravel.

Read, for applicant.

Wells, contra.