

Q. B. Div.]

NOTES OF CASES.

[C. P. Div.]

damages sustained by the replevin proceedings, as the condition of the bond had been broken; that the bond was assignable under the statute, and plaintiff was entitled to recover; but as the Court could exercise its equitable jurisdiction of interfering in a case of the kind, a stay of proceedings was ordered on defendant's paying B. and C.'s outlay in cutting and moving the timber up to the replevin proceedings, to be reduced, however, by a set off found in defendant's favor in this action.

Robinson, Q.C., for plaintiff.

Bethune, Q.C., contra.

HAYWOOD v. HAY.

Obstructing sheriff—Conviction under 32-33 Vict. c. 32—Attachment.

The Sheriff of Oxford, in executing a writ of replevin, was obstructed by the defendants, who rescued the goods. On complaint of the Sheriff's officer they were summarily tried before a Police Magistrate and fined under 32-33 Vict. c. 32, by which it is declared that any person discharged or convicted in such a case shall be released from all further or other criminal proceedings for the same cause. A motion afterwards made by the plaintiff to attach the same parties for contempt, was discharged, but without costs.

Robertson, Q.C., for the motion.

Bethune, Q.C., contra.

TREKICE v. BIRKETT.

Sale of shares in vessel—Seizure—Right of surety to co-surety's security.

On a sale of certain shares in a vessel, the purchasers, being unable to pay in money, got O. to give his note, endorsed by them, in favour of the vendor, when O. procured a bill of sale to himself. Vendor having got the note cashed by a bank had to pay it in the end. *Held*, in interpleader between vendor and an execution creditor of O., (ARMOUR, J., dissenting,) that the purchasers became the principal debtors to the bank, and the vendor and O. sureties, and that when the note was paid vendor was entitled to the 24 shares transferred to O. as indemnity against liability on the note.

McCarthy, Q.C., and Creelman, for plaintiff.

Robinson, Q.C., contra.

SHEPHERDSON v. MCCULLOUGH.

Boundary—Statute of Limitations.

One R., in 1836, laid out a township into concessions; in front of every alternate concession he left an allowance for road, and a side-road at every 6th lot. Upon the "blind line," between the concessions which abutted, he placed a stake at each side-road. The defendant was the grantee from C., the patentee, of the W. $\frac{1}{4}$ of a certain lot, and the plaintiff became the grantee of the E. $\frac{1}{4}$. Plaintiff and defendant, some years after, employed a surveyor, one L., to find the correct line between them. He started from R.'s stake, and ran from it. A clearing was made by the proprietors up to this line on either side, and a fence erected along it, but not across the lot. Plaintiff told defendant that any timber of his falling on plaintiff's portion must be removed by the defendant. Plaintiff had another survey made a couple of years before action, which placed the line several chains further west than his line; and on this line a fence was put up by plaintiff, and by the defendant taken down. *Held* (ARMOUR, J., dissenting) that there was abundant proof of possession by defendant of the land which had L.'s line as its bound, and as it was long enough to give him title by statute the verdict in his favour would not be set aside.

Masson for plaintiff.

Creasor for defendant.

COMMON PLEAS DIVISION.

IN BANCO, MARCH 10.

O'DOHERTY v. THE ONTARIO BANK.

Husband and wife—Separate equitable estate—R. S. O. ch. 125, sec. 2, 5.

A husband, not being in debt or engaged in or contemplating engaging in business, bought certain land and stock from one C., the purchase money comprising nearly all the property the husband had, and procured C. to make the conveyance thereof direct to the wife, who had been married to her husband in 1860, without any marriage contract or settlement; and the wife mortgaged the property to the plaintiff. In an interpleader action between the plaintiff and the defendants, subsequent execution creditors of the husband: