

was possessed of or claimed any interest in them during his lifetime, or that they came into the plaintiff's possession in such a manner as to raise any presumption of liability against the husband's estate.

Held, also, that the notes were invalid as they appeared to be insufficiently stamped.

Ogden for the plaintiff.

Robinson, Q. C., for the defendants.

PARKINSON V. CLENDINNING.

Action for unpaid purchase money—Acknowledgment of payment in deed and receipt therein—Equitable right to recover—Agreement—Evidence.

In an action against defendant for unpaid purchase money on the sale of land, the deed thereof acknowledged the purchase money to have been paid, as also did the receipt on the deed, but the defendant in an equitable defence set up by him admitted the money was not paid, but claimed that he was not liable to pay it, by reason of the breach of an agreement made by the plaintiff at the time of the conveyance to pay off a prior conveyance, and on the faith of which agreement the defendant purchased. In his evidence at the trial he made the same admission.

Held, that the Court could entertain the plaintiff's claim as an equitable demand, under the Administration of Justice Act; but that the evidence failed to establish the agreement relied on.

Spencer for the plaintiff.

Beaty, Q. C., for the defendant.

LAW V. HAND-IN-HAND MUTUAL INSURANCE COMPANY.

Insurance—Subsequent erection of steam engine—Waiver—Evidence.

In an action against defendants, a mutual insurance company, on a policy against fire, averring a total loss, the defendants set up that the risk had been increased by the erection on the premises of a steam engine, whereby the policy was avoided. It appeared that when the engine was erected the plaintiff notified the defendants thereof, and they informed him that he must pay an increased premium, which he refused to do, as he said it was too high: that nothing further was done and no further objection was made until a month after the fire occurred: that when by the terms of the policy the renewal premium became due, the plaintiff received notice thereof

from the agent to whom the renewal receipt had been sent from the head office, requiring him to pay the same, which he did, and was given the renewal receipt, and there was the same notice and payment of the next renewal premium.

Held, that under these circumstances the company could not set up that the policy had been avoided.

Richards, Q. C., for the plaintiff.

Maclean, Q. C., for the defendants.

THE CONSOLIDATED BANK V. CAMERON.

Sci. fa.—Assets quando acciderint—Lands.

A *sci. fa.* upon a judgment assets *quando acciderint* must only pray execution of such assets as have come to the defendant's hands since the recovery of judgment, and if it pray execution generally it cannot be supported.

In an action of *sci. fa.* on a judgment against defendant as executrix under the will of C. deceased, it was alleged that divers lands as well as goods and chattels had come to the defendant's hands as such executrix to be administered, and praying execution.

Held, that the lands of which the testator died seized did not become assets in the hands of the executrix to be administered, and there being no evidence of any goods and chattels having come to the executrix's hands to be administered since the recovery of the judgment, a verdict was entered for the defendant. The Court intimated that the plaintiffs could obtain execution against the lands in the ordinary way.

J. K. Kerr, Q. C., for the plaintiff.

Oster, for the defendant.

LOUCKS V. MCSLOY.

Chattel mortgage—Verbal consent to sale—Estoppel—Damages.

A chattel mortgage contained a proviso that in case the mortgagor should attempt to sell, &c., the mortgaged goods or any of them, without the mortgagee's consent in writing, then the mortgagee might enter and take the goods. The mortgagor sold a pair of horses, part of the mortgaged goods, to the plaintiff, when the defendant, the mortgagee, entered and took them, and kept them some four days, when he returned them to the plaintiff, who was not subsequently disturbed in his possession. The plaintiff having sued the defendant for the taking: