

C. of A.]

NOTES OF CASES.

[C. of A.]

From Proudfoot, V.C.]

[March 27.]

ATTORNEY-GENERAL V. O'REILLY.

Escheat—Jurisdiction.

Held, affirming the judgment of Proudfoot, V.C., that the law of escheats applies to land in this Province; that the escheat belongs to this Province, and not to the Dominion; that no inquisition of office is necessary, and that the Court of Chancery is entitled to entertain a suit by the Attorney-General to enforce the escheat.

W. Macdougall for the appellants.

J. D. Edgar and *Cartwright* for the respondents.

Appeal dismissed.

From C. C. Stormont, &c.]

[March 27.]

RE BARRETT.

Insolvent Act, 1875—Power of Assignee to avoid chattel mortgage.

Held, BURTON, J. A., dissenting, affirming the judgment of the County Court, that an assignee in insolvency represents the creditors for the purpose of avoiding a chattel mortgage for non compliance with the Chattel Mortgage Act.

Bethune, Q.C., for the appellants.

J. J. Foy for the respondents.

Appeal dismissed.

From C. C. Waterloo.]

[March 27.]

MOORE V. KAY.

Landlord and Tenant—Action for refusal to admit—Statute of frauds.

The plaintiff brought an action against the defendant for damages for refusal to admit him into possession of land, which the plaintiff alleged the defendant had verbally agreed to give him a lease of the premises for sixteen months.

Held, affirming the judgment of the County Court, that the evidence failed to show an actual letting, but that even if such had been proved, the plaintiff must fail—under the fourth section of the Statute of Frauds, as like action was brought in respect of an agreement for interest in land.

Appeal dismissed.

From C. C. Grey.]

[March 27.]

AGAR V. STOKES.

Landlord and Tenant—Cesser of term.

The defendant leased to the plaintiff a mill and ten acres of adjoining land for five years, at the rent of \$500 for the first year, and \$550 for each of the four succeeding years, payable half yearly, in advance. The lease contained the usual clauses, and concluded with the following clause:—"And should the mill be rendered incapable by any fire or tempest, then the portion of the rent for the unexpired portion of the term paid for in advance, to be refunded by Stokes to Agar." To an action brought by the plaintiff to recover the portion of the term paid in advance, the mill having been destroyed by fire, the defendant pleaded by way of set off, money payable for rent due for the half year succeeding that in which the mill was destroyed.

Held, BURTON, J. A., dissenting, reversing the decision of the County Court, that the effect of the accident which rendered the mill incapable put an end to the term.

Appeal allowed.

From Blake, V. C.]

[March 29.]

SILVERTHORN V. HUNTER.

Liability of paid valuator for deficiency.

Held, dismissing the appeal, that no case was made to induce the Court to depart from its well understood rule, not to reverse the finding of the Judge of first instance.

Held, also, that a paid valuator is not liable for gross negligence in making a valuation unless it was false, to his knowledge, or fraudulently made.

Ferguson, Q.C., for the appellant.

Boyd, Q.C., for the respondent.

Appeal dismissed.

COMMON LAW CHAMBERS.

Armour, J.]

[March

ZARITZ V. MANN.

Division Court.—Service.—Prohibition.

In a Division Court suit, defendant was served one day too late for the ensuing sit-