but the proceedings were removed into the Queen's Bench by *certiorari*, and a writ of *habeas corpus* was also granted. The detective who arrested McHolme swore that he believed a warrant for his arrest had been issued in England, but the warrant of arrest itself was not produced, nor of course was it endorsed by a Superior Court Judge here, as required by Imp. Act, 6, 7 Vict., cap. 34.

Held, that under these circumstances the prisoner must be discharged, as under the Imperial Act persons charged with committing treason or felony in Great Britain and Ireland could not be arrested in the Colonies (or *vice versa*), until the warrant of arrest issued in the country where offence was committed was produced and endorsed by a judge or other officer in the country wherein the prisoner is arrested.

The learned judge said, however, that under the Extradition Act offenders from other foreign countries could be arrested on information and warrant issued here, without any warrant from the foreign State; and that there might be a way under the law of this country for protecting the arrest, but he had no right to assume that a warrant had been issued in England until the warrant itself was produced and endorsed.

Fenton, for the Crown.

Murphy, for the prisoner.

COMMON LAW CHAMBERS.

Mr. Dalton, Q. C.] [Feb. 17.

Osler, J.]

LOUNT V. CANADA FARMERS' INS. CO.

Execution—Mutual Insurance Co.—R. S. O. ch. 161, sec 61.

Under R. S. O. ch. 161 sec. 61, writs of execution against a Mutual Insurance Company cannot be issued until after the lapse of three months from the recovery of judgment.

Held, that this section applies equally in the case of a policy issued on the cash principle, and of one upon the premium note system.

Osler, J.] [Feb. 18.

POWITT V. FRASER.

Arrest—Attachment—Costs—R. S. O. ch. 50, sec. 343.

Defendant was arrested and held to bail for a debt alleged by plaintiff to be $704. As to $80 of this, plaintiff had no reasonable ground for believing defendant to be liable, and he abandoned it at the trial.

Held, that defendant was entitled to tax his costs of defence against the plaintiff under R. S. O. ch. 50, sec. 343.

Osler, J.] [March 1.

REGINA EX REL. MITCHELL V. DAVIDSON.

Quo warranto—Disclaimer—Costs.

Defendant admitted that he was disqualified from holding the office of councillor, and before the issue of the writ of *quo warranto*, sent the following memorandum to the council:—"Palmerston, Feby. 7, '81. To the Mayor and Council of town of Palmerston: Gentlemen, I beg to disclaim my seat at the council board. (Signed) G. S. Davidson."

Held, that the above disclaimer was not sufficient to disentitle the relator to costs.

CHANCERY.

Spragge, C.] [Feb. 17.

RIPLEY V. RIPLEY.

Dower—Election—Waiver.

The testator bequeathed to his widow for life, an annuity of $60, payable by his son, John Ripley, his heirs, &c., together with all and singular his household furniture, &c., and in the event of his widow remaining in the dwelling-house on the premises after his decease, she was to have the free use of certain rooms therein; and in case of sickness while there, his said son was to see that she had proper medical attendance and nursing; and charged this annuity and the other bequests upon the land in question, and devised the same so burthened to his said son, the defendant.

The widow filed her bill for payment of the annuity alone, not claiming any lien on the