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DIARY FOR JUNE.

17. Sat... Burton and Patterson, J.J. Ct. of Appeal, sworn in, 1874, County Ct. Term for York ends.
18. Sun... 2nd Sunday after Trinity. Earl Dalhousie, Gov. General, 1820. Battle of Waterloo, 1815.
20. Tue... Toronto Oyer and Terminer. Accession of Queen Victoria, 1837.
21. Wed... Galt, J., sworn in C.P., 1869. Longest day.
23. Fri... Hudson Bay Co. Territory transferred to Dom., 1870.
25. Sun... 3rd Sunday after Trinity.
28. Wed... Queen Victoria crowned, 1837.
30. Fri... Hon. J. B. Robinson, Lieut-Governor of Ontario. P. E. Irvine, Prest. of P. of Canada.

TORONTO, JUNE 15, 1882.

MR. JUSTICE FITZGERALD, of the Queen's Bench Division in Ireland, has been appointed a Lord of Appeal in Ordinary in England.

THE Divisional Court of the Chancery Division have disposed of the list of cases set down, at the rate, so far, of a little over two cases a day. Four or five cases still remain for the supplementary list commencing on June 20th. Judgment in most of the cases is reserved. Few points of very special importance appear yet to have come up. In *Ley v. Kidd*, however, an important point of pleading waits decision as to the degree of particularity with which a party has, under the Judicature Act, to indicate on his pleadings the nature of the title to land which he intends to set up. In this case also, the question of the proper construction of sect. 2 of R. S. O., c. 109, the Vendors and Purchasers Act is again before the Court. In *Sanders v. Malsburg*, as noted *supra* p. 206, the learned Chancellor expressed an opinion that this section was retrospective. In *Ley v. Kidd*, Mr. MacLennan, in an elaborate argument, contended that this could not have been intended by the Legislature. At the

time of writing the hearing of this case is not concluded, but the Court have expressed an opinion that the current of decision on the point is so strong the other way that the Court of Appeal alone could over-rule them. At the same time the Court expressed themselves as much impressed by the force of Mr. MacLennan's argument, which, perhaps, placed the question in a stronger light than it had been placed in the former cases.

RECENT ENGLISH DECISIONS.

Of the April numbers of the *Law Reports* there still remain for review, 8 Q.B.D. pp. 317-444; and 7 P.D., pp. 5-20; while the May numbers, which have now arrived, comprise 8 Q.B.D. pp. 445-586; 7 P.D. pp. 21-60; and 19 Ch. D. pp. 516-649.

Of the cases in 8 Q. B. D. pp. 317-444, *Roberts v. Death*, and *Hornby v. Cardwell*, are cases on points of practice, and have already been noticed among the Recent English Practice Cases, *supra*, p. 101, and p. 136 respectively; and the first case requiring notice here is *Wigsell v. The School for the Indigent Blind*, p. 357.

MEASURE OF DAMAGES—BREACH OF CONTRACT.

In this case the owner of certain lands sold them to the defendants, who covenanted in the deed of grant that the land "shall be, and be kept enclosed on all sides abutting to the land belonging to W. (the grantor), with a brick wall or iron railing seven feet high." The Court held the plaintiff entitled to judgment against the defendants for breach of this covenant, and the question now before them was what was the proper measure of damages. The plaintiff contended that the measure of such damages was the sum it