

[Chan.]

NOTES OF CASES,

[Chan. Ch.]

Ferguson, V. C.]

[June 30.]

PEARCE V. CANAVAN.

Mortgagor and Mortgagee—Costs.

A mortgagor of lands with a power of sale gave notice of his intention to exercise the power, whereupon the assignee of the equity of redemption in a portion of the premises, in consequence of information received from the mortgagor, filed a bill to redeem, alleging that the mortgage debt had been paid, or that only a small sum remained due. In that suit the Master found that the whole mortgage remained unpaid, and his finding was affirmed by the Court on appeal. In a subsequent proceeding to enforce his claim against the land the plaintiff in that suit was held entitled to his costs, his action being in reality a defence of his claim as mortgagee.

W. Roaf, for plaintiff.*J. H. Ferguson and Hodgins*, Q.C., for defendant.

Ferguson, V. C.]

[June 30.]

HOLWAY V. HOLWAY.

Alimony.

On an application to reduce the amount of alimony payable by the defendant to the plaintiff the property of the defendant was variously estimated, (lands and personalty) at from \$2,938 to \$6,000 and the evidence of the defendant when cross-examined upon his affidavit filed by him in support of the motion being unsatisfactory, the Court, [FERGUSON, V.C.] refused to interfere with the report of the Master fixing the amount, and which had been paid under such report for about eighteen months without objection; but the result of the application was not to be considered conclusive against him on any other motion the defendant should be advised to make.

Moss, for plaintiff.*Doherty*, for defendant.

Ferguson, V. C.]

[June 30.]

PLATT v. BLIZARD.

Specific performance—Misrepresentation—Costs.

In a suit for specific performance, the defendant set up that the reason he had refused to complete the agreement was that he had been

induced to enter into it by certain misrepresentations of the plaintiff, but which he entirely failed in proving. The Master, having reported that a good title was shown in his office the decree on further directions ordered the costs to be paid by the defendant, notwithstanding that the bill contained certain statements which it was alleged were not true, and had not been proved, the Court being of opinion that such statements had not any material bearing upon the case.

Moss, for plaintiff.*W. Cassels*, for defendant.

CHANCERY CHAMBERS.

Ferguson, V.C.]

[June 16.]

MACDONALD V. WORTHINGTON.

Appeal from decree—Money in Court—Interest on—Security for.

A decree was made which, among other things, directed the payment out to the defendant J. W. of a large sum of money, paid into Court pending the suit. The plaintiff appealed from the decree and, under an order allowing him to do so, paid into Court \$400 as security for the cost of the appeal.

Subsequently an order was made that, upon the plaintiff's furnishing security to the amount of two hundred dollars for the difference between Court interest and the legal rate, the proceedings be stayed so far as the order for payment out of the money in Court was concerned. From this order the plaintiff appealed.

Held, affirming the decision of the Referee, that he had power on making the order to impose such a condition; and that, inasmuch as the money remained in Court for the plaintiff's own protection, it was not unreasonable that such security should be given.

A. M. Macdonald, for plaintiff.*H. Cassels*, for defendant.