

DIARY FOR MAY.

1. Wed. St. Philip and St. James.
2. Thur. Admission of graduates and matriculants. J. A. Boyd 4th Chan. 1881.
3. Fri. Mr. Justice Henry, died 3rd May, 1888.
4. Sat. Last Day for filling papers and fees for final examination.
5. Sun. Second Sunday after Easter.
6. Mon. Supreme Court of Canada sits, 1st Intermediate Exam. Lord Brougham died 1868, ant. 90.
9. Thur. 2nd Intermediate Examination.
12. Sun. Third Sunday after Easter.
14. Tue. Court of Appeal sits. Gen. Sess. and Co. Ct. Sitt. for trial in York begin. Solicitors' Examination.
15. Wed. Barristers' Examination.
16. Thur. Fourth Sunday after Easter.
23. Mon. Easte. term commences. High Court Justice sittings begin.
27. Tue. Confederation proclaimed 1867. Lord Lyndhurst born 1772.
29. Fri. Queen Victoria born 1819.
30. Sun. Rogation Sunday.
31. Mon. Habeas Corpus Act passed 1679.
32. Tue. Battle of Fort George 1813.
33. Thur. Ascension Day.

Early Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE
FOR ONTARIO.

COURT OF APPEAL.

MACLENNAN v. GRAY.

Registry laws—Priorities—Unregistered mortgage—Dower.

R. G. and J. G. being the owners subject to the dower of their mother R., and an annuity in her favour, of certain lands, mortgaged them to one C., to secure advances made by him to them. R. knew of the mortgage and was asked, but refused, to execute it. Subsequently R. G. and J. G. mortgaged the lands to the plaintiffs to secure advances made by them. R. released all her claims for the purpose of this mortgage, but received no benefit from the advances. This mortgage was taken by the plaintiffs without any notice of the mortgage to C., and was registered before it, and gained priority over it. Under this mortgage the lands were sold, and after payment of the claim of the plaintiffs a surplus remained, which R. claimed in priority to C.

Held, reversing the decision of BOYD C., (reported 16 O.R. 321), that she was not entitled to priority. The priority gained by the plaintiffs by force of the Registry Act did not secure to her benefit, as she was not a purchaser or

mortgagee, nor did that priority secure to her benefit as surety by virtue of the doctrine of subrogation because that doctrine could not be invoked to defeat the honest claims and superior equities of third persons.

H. J. Scott, Q.C., for the appellant.

R. E. Kingsford, for the respondent.

THE ONTARIO LOAN AND MORTGAGE CO.
v. HOBBS.

Mortgage—Redemise clause—Landlord and tenant—Right to distrain.

On the 31st day of May, 1883, one D. mortgaged to the plaintiffs certain lands to secure the sum of \$20,000 then advanced by them to him. The advances were repayable as follows: \$500 on the 1st day of December, 1883; \$500 in each of the months of June and December in each of the four following years; and \$13,500 on the 1st day of June, 1888; together with interest at the rate of seven per centum per annum from the 1st day of June, 1883, to be paid half-yearly on the 1st days of June and December in each year. The mortgage was made in pursuance of the Act respecting Short Forms of Mortgages, and contained the following clause, described in the margin as "Redemise clause":

"And the mortgagees lease to the mortgagor the said lands from the date hereof until the date herein provided for the last payment of any of the moneys hereby secured undisturbed by the mortgagees or their assigns, he (the mortgagor) paying therefor in every year during the said term on each and every of the days in the above proviso 'or redemption appointed for payment of the moneys hereby secured, such rent or sums as equal in amount the amount payable on such days, respectively, according to the said proviso, without any reduction. And it is agreed that such payments when so made shall respectively be taken and be in all respects in satisfaction of the moneys so then payable according to the said proviso.'"

The mortgage did not contain any statutory distress clause, or the statutory clause providing for possession by the mortgagor until default, or any attornment clause, and it was not executed by the mortgagees. At the time it was given, D. was himself in occupation of several of the properties comprised in it, of the