

*Held*, that the plaintiff's agreement to release C. and D. upon obtaining judgment against the defendant in no way interfered with his rights to recover such judgment.

*H. J. Scott*, Q.C., for the plaintiff.

*E. D. Armour*, Q.C., for the defendant.

Div'l Court.]

[June 13.]

SCARLETT v. NATTRASS.

*Mortgage—Action on covenant—Release.*

The plaintiffs and their father, J., being the owners of certain land, in 1889 entered into partnership for the manufacture of brick on the northeast corner of the land. A part of the land had been subdivided, and two of the lots sold to defendant, who gave back separate mortgages for the unpaid purchase money. On February 8th, 1890, defendant sold the said two lots to S., subject to the mortgages thereon. By a deed dated July 1st, S. sold these lots to J. subject to the mortgages, which J. covenanted to pay off. By an assignment dated July 8th, plaintiffs and J. assigned to a loan company certain mortgages on the subdivision lots. The mortgages so assigned comprised J.'s share of a number of mortgages given to the plaintiffs and J. by purchasers of such subdivision lots, according to a division thereof made between plaintiffs and J., while the mortgages taken by the plaintiffs as their share included those on the said two lots. Notwithstanding the fact of the dates of S.'s deed and the loan company's assignment, the latter was prior in point of time. On the 11th of August J. assigned to plaintiffs all his interest in the said two mortgages in question. On the 1st of October, 1894, S. assigned to defendant J.'s covenant of indemnity.

In an action against the defendant on his covenants in the two mortgages to pay the mortgage money,

*Held*, that the plaintiffs were entitled to recover, for that which had taken place in no way released defendant from his covenants.

The defendant also claimed to be released by reason of an alteration of the property by the change of a location of a street, but the evidence failed to substantiate this.

*J. M. Clark* for the plaintiffs.

*McNeil* for the defendant.

MEREDITH, C.J.]

[March 18.]

REGINA v. WELTER AND HENDERSHOTT.

*Evidence of prisoners before Coroner of other attempts to insure inadmissible on trial for murder—56 Vict., c. 31 (D.).*

On a murder trial, the alleged motive being to obtain insurance moneys effected on the life of the deceased in favour of one of the prisoners,

*Held*, that a Coroner's court is a criminal court, and that being so, 56 Vict., c. 31 (D.), applied to it, and the evidence given there by the prisoners before arrest was rejected when tendered against them on their trial, notwithstanding they had claimed no privilege.