

creditors, that no evidence was offered on the pending charge, which was consequently dismissed; and that the notes sued upon, having been given upon the illegal agreement thus entered into, could not be enforced. *Rawlings v. Coal Consumers' Association*, 43 L.J.M.C. 111; *Windhill Local Board of Health v. Vint*, 45 Ch. D. 351, and *Jones v. Merionethshire Permanent Benefit Building Society* (1891) 2 Ch. 587, followed.

*Held*, also, that as part of the consideration for the agreement was illegal, the whole was bad. *Lound v. Grimwade*, 39 Ch. D. at p. 613, referred to.

*George Kerr*, for plaintiff. *J. E. O'Meara*, for defendant Patterson. *Wyld*, for defendants Altha Ann Brown and J. W. Baker. *Fripp*, for defendant, W. E. Brown.

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Rose, J., MacMahon, J.] DANIELS *v.* DANIELS. [June 29.  
*Chattel mortgage—Renewal statement—Assignment between making and filing*  
*—R.S.O., c. 148, s. 18.*

A chattel mortgage does not cease to be valid as against creditors, etc., if otherwise regularly renewed, because a renewal statement, made and verified by the mortgagee before an assignment by him of the mortgage, is not filed until after such assignment.

*J. Bicknell* and *A. Bicknell*, for plaintiff. *Brewster*, for defendant William Daniels. *S. C. Smoke*, for defendant Stockton.

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## HIGH COURT OF JUSTICE.

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Rose J.] HAWKE *v.* O'NEILL. [June 16.

*Jury notice—Striking out—Convenience—Judge in Chambers—Judge at trial*

A jury notice should not be struck out by a Judge in Chambers, upon a motion made before the trial, simply upon the ground that the action can be more conveniently tried without a jury; that is a matter which should be left for the consideration of the Judge presiding when the action comes on for trial.

*W. H. Wright*, for plaintiff. *W. Davidson*, for defendant.

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Meredith, C.J., Rose, J.] ALLEN *v.* ONTARIO AND RAINY  
 McMahon, J.] RIVER R.W. CO. [June 27.

*Company—Contract made by director—Authorization—Informality—Sale of undertaking—Purchase money—Equitable charge upon.*

The plaintiff was employed by one of the provisional directors of the defendant railway company to do certain work on behalf of the company in advertising and promoting its undertaking. The evidence established that this director was intrusted by the company with the performance of the various duties necessary for the purpose of promoting and furthering the undertaking, and that he did this, from time to time, without any specific instructions from his co-directors at formal meetings of the board, everything being done in the most informal manner; but that they were fully cognizant of what he did, and