

Held, further, that though the amending act provided for forfeiture without prior formalities of a lease in case of non-payment of rent, such provision did not apply to leases existing when the act was passed, in cases where the holders executed the agreement to pay rent thereunder in lieu of rent. The forfeiture of E.'s lease was, therefore, void for want of the formalities prescribed by the original act.

W. B. A. Ritchie, Q.C., and *Congdon*, for the appellants.

Russell, Q.C., for the respondent.

RECENT ONTARIO DECISIONS.

Libel—Mercantile agency—Confidential report—False information—Privilege.

A mercantile agency is not liable in damages for false information as to a trader given in good faith to a subscriber making inquiries, the information having been obtained by the mercantile agency from a person apparently well qualified to give it, and there being nothing to make them in any way doubt its correctness. Judgment of *Boyd, C.*, 28 O.R. 21, reversed. *Robinson v. Dun*, Court of Appeal, 11 May, 1897.

Promissory note—Alteration after maturity—Signature by new maker—Discharge of accommodation maker.

A promissory note made by two persons, one signing for the accommodation of the other, was, after maturity, signed by a third person. *Held*, on the evidence, that this third person signed as an additional maker, and that there was, therefore, a material alteration of the note, discharging the accommodation maker. Judgment of *Boyd, C.*, 28 O.R. 175, reversed. *Carrique v. Beaty*, Court of Appeal, 18 May, 1897.

Fire—Negligence—Clearing land—Setting out fire—Period of year—Liability.

In the month of August the defendant set out fire on his land for the purpose of clearing it. This fire continued to burn till October, when, in consequence of a very high wind, sparks were carried to the plaintiff's land, and set fire to some ties and posts stored thereon.

Held, that the question of the defendant's liability and negli-