

Under the Rules as they now stand, the whole endorsement is, in my judgment, a valid special endorsement properly made of a claim which is properly the subject of such an endorsement.

Even if the interest on the balance were not the subject of a special endorsement, the endorsement would still be a valid special endorsement as to that part of the claim which was properly the subject of a special endorsement: see Rule 37, which points out what is to be done where unliquidated claims other than for interest are joined with claims which may be specially endorsed.

The defendant's motion fails, and he must pay the costs of the motion.

MIDDLETON, J.

NOVEMBER 27TH, 1913.

TOWNSHIP OF ETOBICOKE v. ONTARIO BRICK
PAVING CO.

*Nuisance—Blasting in Quarry—Reckless Use of Explosives—
Limited Injunction—Acts of Servants—Leave to Apply—
Costs.*

Action by the Municipal Corporation of the Township of Etobicoke, the Trustees of Public School Section No. 3 of the Township of Etobicoke, and a private individual, to restrain the defendants from committing a nuisance in the operation of a shale quarry. The Attorney-General for Ontario was added as a plaintiff at the trial. The quarry was situated in approximately the centre of a parcel of land owned by the defendants. The public school was in the same block; and the Lambton road passed immediately to the west of the quarry property.

J. D. Montgomery and W. N. Tilley, for the plaintiffs.
G. H. Kilmer, K.C., and H. H. Davis, for the defendants.

MIDDLETON, J.:—At the trial I was satisfied that on a good many occasions the defendants' servants had somewhat recklessly used an unnecessary quantity of explosives, and that the blast had frequently been of such violence as unreasonably to interfere with the rights of those living near the property.

As usual in cases of this kind, there was some slight tendency to exaggerate the inconvenience, and in some instances a