

out an account, which the plaintiff could correct at any time before judgment, and that plaintiff was not bound by a mistake made by her solicitor and agent: *McGregor v. Gaulin*, 4 U. C. R. 378.

THE COURT (MEREDITH, C.J., FALCONBRIDGE, C.J.), held, distinguishing that case, that the appellant's contention must prevail. It was not open to doubt that the mortgagor when making the payment of \$700 was entitled to stipulate that it should go in reduction of the principal money, and that no part of it should be applied upon the interest. The mortgagee might have refused to accept a part payment on these terms, but, if she chose to accept it, she was bound to apply it as the mortgagor directed. The proper inference from the facts was, that the mortgagor did, when making the payment, direct it to be applied in reduction of the principal, and that the mortgagee received it on these terms; or, at any rate, there was an application by the mortgagee's agent of the whole \$700 to the principal, and that appropriation, having been communicated to the mortgagor, became binding on the mortgagee, and could not afterwards be changed.

Judgment varied by reducing the amount of recovery to \$236.65, with interest on \$100 from the date of the writ of summons to the date of the judgment. No costs of appeal.

FEBRUARY 5TH, 1903.

DIVISIONAL COURT.

McLEAN v. ROBERTSON.

Public Schools—Change of School Site—Adoption by Trustees—Ratepayers' Meeting—Resolution—Minutes—Inspector—Arbitration—Resolution of Ratepayers—Poll—Voters.

Appeal by plaintiffs from judgment (1 O. W. R. 578) of F. A. ANGLIN, K.C. (sitting for FERGUSON, J.), dismissing with costs an action by three ratepayers of a school section in Manitoulin Island, on behalf of themselves and all other ratepayers, against two of the trustees as such and as individuals and against the school board to restrain the board from disposing of a school house called the new school house, from erecting a new building on the old school site, and from altering, repairing, or adding to what is called the old school house, and for certain declarations of right as to the validity of resolutions and meetings of the board.

A. B. Aylesworth, K.C., and W. H. Williams, Gore Bay, for plaintiffs.

A. G. Murray, Gore Bay, for defendants.