

**Construction of**—Purchase price—Part payment in kind — Return of — Settlement of judgment. *Sauerman v. E. M. F. Co.*, 637.

**Guarantee**—Goods supplied railway company—Guarantee of two directors of company—Alleged variation in amount of contract—Knowledge of defendants — Variation contemplated by contract. *Allen v. Grand Valley Rv. Co.*, 850.

**Illegality of consideration** — Refusal of Court to interfere with or enforce—Breach of promise of marriage—Subsequent marriage of plaintiff. *Peperas v. Le Duc*, 563.

**Mining location**—Exclusive license—Grant by four joint owners out of six — Rescission of agreement—Evidence — Counterclaim—Reference costs. *United Nickel Copper Co., Ltd. and S. G. Wightman v. Dominion Nickel Copper Co., Ltd.*, 462.

**Moneys paid at defendants' request**—Clerk of Works—Construction of factory—Evidence. *Denison & Stephenson v. Gillett Co.*, 105.

**Offer to sell machine**—"In place"—Meaning of under circumstances—Alleged acceptance — "In place" therein defined as "on car"—Parties never ad idem—Interim injunction—Undertaking — Damages—Demurrage on cars—Agreement to accept. *Godson v. McLeod*, 565.

**Place of delivery of goods**—"Site of work"—Meaning of—Reformation of contract. *Wallberg v. Jenckes Machine Co.*, 788.

**Proof of**—Evidence—Signature of one partner—Partnership bound—Final adjustment not made—Action premature. *Finlayson v. O'Brien*, 727.

**Rescission of**—Conduct affirming—Action of deceit — Amendment refused. *Tucker v. Titus*, 687.

## CONVERSION.

**Wrongful seizure of saw-mill**—Damages—Quantum of. *Smyth v. Mc Lellan et al.*, 740.

## COSTS.

**Mortgage redemption action** — Further directions—Payment into Court. *Geller v. Benner*, 875.

**Scale of**—Set-off by defendant—Balance found due in County Court jurisdiction—No assent to or agreement as to set-off—High Court scale proper scale. *Caldwell v. Hughes*, 498.

**Security for**—Action against peace officers—1 Geo. V. c. 22, s. 16—Defendants sued in public capacity — Amendment permitted—Order made. *Meredith v. Slemen*, 155.

**Security for**—Admission of liability by defendants—Counterclaim or set-off — Defendants in position of plaintiffs as to. *Trowbridge v. Home Furniture Co.*, 481.

**Security for** — Foreign company in liquidation — Amount of. *Bishop Construction Co. v. Peterborough*, 261.

**Security for**—Motion for further—Special circumstances — Order for \$200 additional security. *Badie v. Astor*, 147, 441.

**Security for**—Next friend — Return to jurisdiction after long absence—Expressed intention to remain—Dower action—Place of trial—Change of — Con. Rule 529 (c.). *Stauffer v. London & Western*, 627.

**Security for**—Public authorities Protection Act, 1 Geo. V. c. 22, s. 16 — Action against police magistrate — Unofficial act—Motion to strike out statement of claim—Alleged frivolous action — Con. Rule 261—Jurisdiction. *Fritz v. Jelfs*, 610.

**Security for** — Temporary residence within jurisdiction—Intention—Evidence — Family outside jurisdiction—No assets in jurisdiction — Acknowledgement of claim. *Trowbridge v. Home Furniture & Carpet Co.*, 181.

**Taxation**—"Costs of and incidental to the reference"—Inclusion of costs of motion for appointment of referee. *Canadian Pacific Rv. Co. v. Walkerton*, 50.

## COURTS.

**County Courts**—Removal of action to Supreme Court of Ontario—10 Edw. VII. c. 30, s. 22, s.-ss. 3, 5, 6, 23 and 29—"Fit to be tried in the High Court"—Meaning of. *Emmons v. Dymond Colonial Co., Ltd.*, 657, 735.