that of a wrong-doer, and McM. had such an equitable interest in such goods and right to the possession thereof, as would prevent the agent from withholding them.

Appeal dismissed with costs.

Henry, Q.C., for appellant.

Graham, Q.C., for respondent.

LONDON AND CANADIAN LOAN COMPANY, SIDNEY S. HAMILTON and ROBERT B. HAMILTON (by original writ) (Defendants), Appellants, v. GEORGE WARIN and JAMES WARIN (Plaintiffs), Defendants.

Navigation—Interference with—Public navigable waters—Water lots—Crown grant—Easement—Trespass.

An appeal from the Court of Appeal for Ontario.

W. was lessee, under lease from the city of Toronto, of certain water lots held by the city under patent from the Crown, granted in 1840, the lease to W. being given by authority of the said patent and of certain public statutes respecting the construction of the esplanade, which formed the northern boundary of said water lots.

Held (affirming the judgment of the court below), that such lease gave to W. a right to build as he chose upon the said lots, subject to any regulations which the city had power to impose, and doing so to interfere with the right of the public to navigate the waters.

Held, also, that the said waters being navigable parts of the Bay of Toronto, no private easement could be acquired therein while they remained open for navigation.

Appeal dismissed with costs.

Arnoldi, for appellants.

Christopher Robinson, Q.C., and *T. P. Galt*, for respondents.

RE STANDARD FIRE INSURANCE CO., (Caston's case).

Joint Stock Co.—Contributories—Subscription for stock.

On appeal from the Court of Appeal for Ontario.

The Act of Incorporation of a Joint Stock Co., provided "that no subscription for stock should be legal or valid until ten per cent. should have been actually and *bona fide* paid thereon."

C. gave to the manager of the Co. a power of attorney to subscribe for him ten shares in the Co., the power of attorney containing these words, "and I herewith enclose ten per cent. thereof, and ratify and confirm all that my said attorney may do by virtue thereof." The ten per cent. was not, in fact, enclosed, but the amount was placed to the credit of C. in the books of the Co., and the certificate of stock issued to him, which he held for several years.

The Co. having failed, proceedings were taken to have C. placed on the list of contributories, in which proceedings he gave evidence to the effect that the sum to his credit was for professional services to the Co., he having been appointed a local solicitor, and there had been an arrangement that his stock was to be paid for by such services.

Held (affirming the judgment of the court below, HENRY, J., dissenting) that C. was rightly placed on the list of contributories.

Appeal dismissed with costs.

A. C. Galt, for appellant.

Bain, Q.C., for respondent.

CANADA SOUTHERN RY. CO. (Defendants), Appellants, v. CLOUSE (Plaintiff), Respondent.

Farm crossing—Liability of railway company to provide—Agreement with agent of company—14 & 15 Vict. cap. 51, sec. 13—Substitution of "at" for "and" by Consolidated Statutes of Canada, cap. 66, sec. 13.

On appeal from the Court of Appeal for Ontario.

The C. S. R. Co., having taken for the purposes of their railway the lands of C., made a verbal agreement with C. through their agent T. for the purchase of such lands, for which they agreed to pay $662, and they also agreed to make five farm crossings across the railway on C.'s farm, three level crossings and two under crossings; that one of such under crossings should be of sufficient height and width to admit of the passage through it, from one part of the farm to the other, of loads of grain and hay, reaping and mowing machines;