

fendant should pay into Court forthwith, to abide further order, the sums above mentioned, namely, \$1,000 and interest thereon at 3 per cent. per annum from the 28th July, 1914, and \$724.98 and interest thereon at 5 per cent. per annum from the 13th March, 1915, until payment in; and an order should be issued accordingly. Costs of this application reserved.

CITY OF TORONTO v. TORONTO R. W. CO.—LENNOX, J.—
SEPT. 16.

Street Railway—Agreement with City Corporation—Percentage of Gross Receipts—Action for—Counterclaim—Account—Items—Interest—Costs.—Action to recover \$95,859.25, being 20 per cent. of the gross receipts of the defendants for the month of May, 1915, and interest thereon. The defendants counterclaimed for the amounts of two accounts made up of many items, the aggregate amount claimed, exclusive of interest, being \$84,219.54. The action was tried without a jury at a Toronto sittings. LENNOX, J., in a written judgment, said that the plaintiffs' claim was not disputed by the defendants; and there should be judgment for the plaintiffs for \$95,859.25, with interest on \$93,790.71 from the 15th November, 1915, and the costs of the action. The learned Judge went over the items of the two accounts comprised in the counterclaim, and disallowed some of them. He directed that judgment should be entered for the defendants upon the counterclaim for \$82,040.51, with interest on \$70,686.97 from the 3rd May, 1915, and on \$11,353.54 from the 6th December, 1915, and the costs of the counterclaim. W. N. Tilley, K.C., and C. M. Colquhoun, for the plaintiffs. D. L. McCarthy, K.C., for the defendants.

RE HARRIS—MIDDLETON, J.—SEPT. 18.

Will—Direction for Sale of Property to Person Named—Executors—Vendor's Lien.—Motion by a brother of one Harris, deceased, for an order determining a question arising upon the will of the deceased in the sale of a part of the estate. The motion was heard in the Weekly Court, Toronto. MIDDLETON, J., made an order declaring that the executors are entitled to a vendor's lien upon the property to be sold to E. J. Harris, and that he is, upon exercising his option to buy, entitled to take only subject to that lien. This declaration does not preclude any arrangement