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2. — *Removal—Infant*.] It is a  
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- INJUNCTION**—*Arbitration—Jurisdiction* ]  
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seeking the injunction. An injunction  
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the value of land of the plaintiff taken  
by the defendants on the ground that  
a condition precedent to the taking of  
the land had not been complied with,  
refused. *DUNCAN v. THE TOWN OF*  
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2. — *Assignment for benefit of creditors—Prejudice of creditor—Varying injunction order—Title of cause in order.* ] Where an *ex parte* injunction order restrained a trader, who had obtained goods from the plaintiffs under an agreement that the property therein was to remain in them, with liberty to them to take possession,

**INJUNCTION—Continued.]**

from, *inter alia*, making an assignment for the general benefit of his creditors, it was ordered to be discharged in that respect. It is not a ground for setting aside the service of an *ex parte* injunction order that the order is not entitled in the cause, where the defendant has not been misled. *THE GAULT BROTHERS COMPANY, LIMITED v. MORRELL* ..... 123

3. — *Bill of Sale—Staying sale—Payment into Court—Amount* ] In a suit by the mortgagor to set aside a bill of sale, an interim injunction order to restrain a sale by the mortgagee was granted upon condition of the mortgagor paying into Court the amount due the mortgagee. The bill of sale was collateral security for promissory notes, some of which had been indorsed over for value:—*Held*, that the amount to be paid into Court should not be reduced by the amount of such notes. *PETROPOLOUS v. F. E. WILLIAMS COMPANY, LIMITED* ..... 267

4. — *Interlocutory order—Suppression of material facts—Interpleader bill—Affidavit denying collusion.* ] The rule that on an application for an *ex parte* injunction order a full and truthful disclosure must be made of all material facts, must be strictly observed. Where, in an interpleader suit, an *ex parte* injunction order was dissolved for suppression of material facts, leave was granted to move again for the order, together with the right to file an affidavit denying collusion. *THE CANADIAN PACIFIC RAILWAY COMPANY v. NASON* ..... 476

5. — *Interlocutory order—Undertaking as to damages—Order for assessment.* ] Claims for small damages by some defendants ordered to be included in an order for assessment of damages of other defendants under an undertaking given on obtaining an interlocutory injunction, where they arose from the restraint of acts the injunction was obtained to prevent from being done. *WOOD v. LEBLANC* ..... 116

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