

SUPREME COURT DECISIONS

26th May, 1919. The first case on the Ontario list was called this morning in the Supreme Court: Dominion Reduction Company, Limited, v. Peterson Lake Silver Cobalt Mining Company, Limited. It is an appeal from the Appellate Division of the Supreme Court of Ontario affirming the judgment of the trial court and maintaining the plaintiff respondent's action. Both parties are mining companies, the appellant being successor in title to the Nova Scotia Cobalt Mining Company. In 1910 this last company obtained permission from the respondent to deposit tailings from their mill in Peterson lake, which was owned by the respondent. The trial court decided that these tailings had become the property of the respondent and that the appellant had no right to remove them.

Nesbitt, K.C., and McKay, K.C., for the appellant.

Hellmuth, K.C., and Young, K.C., for the respondent.

Judgment was reserved.

The next case heard is Walsh v. International Bridge and Terminal Company. The appeal is from a judgment of the Appellate Division of the Supreme Court of Ontario reversing the judgment of the trial court with a jury and dismissing the appellant's action without costs. The appellant's husband was found killed on the ice below the railway part of a viaduct bridge operated by the respondent at Fort Frances. No exact evidence was given at the trial showing exactly how he was killed. The jury found the respondent liable because it did not put gates across the entry of the bridge, and watchmen to guard it day and night, and awarded \$5,000 to the appellant.

Harding and Fitch for the appellant.

Tilley, K.C., for the respondent.

27th May. In the Supreme Court of Canada Mr. Harding continued his argument in the case of Walsh v. International Bridge and Terminal Company. When he had concluded the appeal was dismissed with costs.

Housverger v. Weyburn Townsite Company was next heard. The appellant (defendant) is a farmer in the county of Lincoln, Ont., and respondent a company incorporated in Saskatchewan to carry on a brokerage business, mainly in real estate. Agents of the company in Ontario sold land in Saskatchewan to appellant, who signed an agreement to purchase and paid a small sum on the price. Having, as he claimed, discovered that the land was worthless, he refused to further execute his agreement, whereupon the company brought action for specific performance, to which appellant pleaded misrepresentation by the company's agents and also that the company had no right to enter into a contract in Ontario without a license from the Government of that province.

The trial judge dismissed the action on the latter ground. His judgment was reversed by the Appellate Division and judgment entered for the plaintiff as claimed.

Hellmuth, K.C., and Kingstone appeared for the appellant.

Tilley, K.C., and Payne for the respondent.

28th May. Argument began in the Supreme Court yesterday in the case of Fullerton v. Crawford and was continued this morning. The appellants, Fullerton and others, were directors of a land syndicate, Fullerton being a barrister and solicitor and Doran a broker. An action was brought against them by a shareholder to compel them to repay moneys received by Fullerton in payment for services as solicitor and Doran for a commission on the sale of land. The main point in the case was whether or not, without a by-law passed to authorize it, a director can receive money from the company under any circumstances.

The trial judge held that appellants were liable to repay a part of what was claimed. This judgment was confirmed by the Appellate Division.

H. J. Macdonald appeared for the appellants, Fullerton and Doran; Tilley, K.C., for the other appellants; Macmaster and J. H. Fraser for the respondents other than the company, and J. E. Lawson for the company.

In the Supreme Court on May 20 judgment was reserved in the appeal of Lavigne v. Neault.

The next case was the Canadian Light and Power Company v. Nova Scotia Construction Company. It is an appeal from the Superior Court, sitting in review at Montreal, confirming the judgment of the trial court and condemning the appellant to pay respondent \$22,372.31. The litigation arose out of contracting work done by the respondent for the appellant in connection with its power-house at Timothée in 1911. During the progress of the work the site of respondent's operations was flooded out through the action of the appellant, and the respondent did some work to remove the water. The appellant alleges that the claim was prescribed either under the clauses of the contract or by the terms of the law.

Mann, K.C., for the appellant; Montgomery, K.C., and Chipman, K.C., for the respondent.

In the Supreme Court on May 21 judgment was reserved in Canadian Light and Power Company v. Nova Scotia Construction Company.

The next case heard was Rawlings v. Galibert. It is an appeal from a judgment of the Superior Court sitting in review at Montreal affirming the judgment of the trial judge and maintaining the plaintiff's action. The respondent being sued on a \$10,000 promissory note, brought an action in warranty against the appellant alleging that he had given such note as collateral security for an indebtedness of the appellant, while the latter alleges that the respondent was himself the original debtor.

Falconer, K.C., and Ogden, K.C., for

the appellant; Arthur Vallée, K.C., for the respondent.

Judgment was reserved in the case of Rawlings v. Galibert.

The next cases heard were McCormick and The Union Lumber Company v. Sincennes-McNaughton Line, Limited. It is an appeal from the judgment of the Exchequer Court of Canada, Quebec Admiralty District, MacLennan J., maintaining respondent's action in limitation of liability—taken under the provisions of sections 921 and 922 of the Canada Shipping Act, R.S.C., ch. 113. The question is what constitutes actual fault or priority on the part of the owner of a boat.

Holden, K.C., for the appellants; Geoffrion, K.C., and Wainwright, K.C., for the respondents.

Judgment was reserved in the appeal of McCormick v. Sincennes-McNaughton Company.

The next case heard was Pulos and Lerikos v. Kladiz. It is an appeal from a judgment of the Court of King's Bench reversing the judgment of the trial court, and dismissing the appellant's action.

Aimé Geoffrion, K.C., and Thomas Walsh, K.C., for the appellant Pulos; J. O. Lacroix, K.C., for the appellant Lerikos; Sénécal, K.C., for the respondent.

The first case on the Ontario list will be called in the Supreme Court Monday morning next, the 26th instant.

Judgment was reserved on May 23 in the appeal of Pulos and Lerikos v. Kladiz.

The last case on the Quebec list was then heard: Lefebvre v. Westbourne Land Company. It is an appeal from the judgment of the Superior Court sitting in review at Montreal, confirming a judgment of the trial court and dismissing the plaintiff's action. It is an action to force the respondent to execute a deed of sale in conformity with a promise of sale. The respondent offered a deed of sale, but the appellant alleges that the latter contains clauses other than those of the promise of sale.

Walker for the appellant; Crépeau, K.C., for the respondent.

Tenders for Midland.

Sealed tenders addressed to the undersigned, and endorsed "Tender for Renewals to Government Wharfs at Midland, Ont.," will be received at this office until 12 o'clock noon, Tuesday, June 24, 1919, for the renewals to Government wharfs Nos. 1 and 2 at Midland, county of Simcoe, Ont.

Plans and forms of contract can be seen and specification and forms of tender obtained at this Department and at the offices of the District Engineers at Midland, Ont.

Tenders will not be considered unless made on printed forms supplied by the Department and in accordance with conditions contained therein.

Each tender must be accompanied by an accepted cheque on a chartered bank payable to the order of the Minister of Public Works, equal to 10 per cent of the amount of the tender. War Loan Bonds of the Dominion will also be accepted as security, or War Bonds and cheques if required to make up an odd amount.

NOTE.—Blue prints can be obtained at this Department by depositing an accepted bank cheque for the sum of \$10, payable to the order of the Minister of Public Works, which will be returned if the intending bidder submit a regular bid.

By order.

R. C. DESROCHERS,

Secretary.

Department of Public Works,
Ottawa, May 30, 1919.

Southern Okanagan Land.

Active steps are to be taken immediately towards the development of South Okanagan area recently purchased by the province of British Columbia for \$350,000 for land settlement purposes. The estimated cost of making the whole block available for agricultural purposes is put at \$1,000,000, says a report to the Department of Immigration at Winnipeg.

Boost W.S. Stamps.

ORDERS PLACED THROUGH CANADIAN TRADE MISSION

The following table shows the orders placed through the Canadian Trade Commission with producers and manufacturers in Canada under the Dominion credits established with European countries. This return does not include orders received in the Dominion through private sources, which are very considerable, nor does it include the large lumber orders which have been placed with Canadian firms directly by the British Lumber Controller. The compilation was made to May 31, and shows the chief classification of goods and the allocation of the orders according to province:—

	Quebec.	Ontario.	Nova Scotia.	New Brunswick.	Manitoba.	Alberta.	British Columbia.	Total.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Binders and Parts.....		670,995 10						670,995 10
Binder Twine.....	59,640 00	881,356 00						940,996 00
Edged Tools.....		136,743 25						136,743 25
Wheat.....								187,000 00
Dairy Utensils.....		12,790 00						12,790 00
Paints and Oils.....	182,095 00	7,750 00						189,845 00
Cottons.....	2,180,262 50	444,250 00						2,624,512 50
Woollen Goods.....	196,330 75	4,216,442 30	306,744 00	30,809 75				4,750,526 80
Shirts and Overalls.....	688,707 90	846,293 90			93,212 00	35,566 40	7,536 00	1,672,316 20
Readymade Suits.....	2,430,557 16	1,023,254 70						3,453,811 86
Bags.....	272,125 00	89,500 90						361,625 90
Seaming Twine.....	1,262 00							1,262 00
	6,011,180 31	8,329,375 25	306,744 00	30,809 75	93,212 00	35,566 40	7,536 00	15,002,423 71

AGAINST BELGIAN CREDIT.

	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Boots.....		250,000 00						250,000 00
Woollen Goods.....	38,129 00	387,000 34	44,722 00	43,481 00				508,332 34
	38,129 00	637,000 34	44,722 00	43,481 00				758,832 34