

Ontario Act "respecting the Toronto Railway Company," 4 Edw. VII. ch. 93, sec. 3.

Assuming jurisdiction, the learned Judge then construed sec. 25 of 55 Vict. ch. 99 and conditions 21 and 22 of the agreement referred to, and concluded against the defences set up.

He added that, if damage had been occasioned to any one using the streets by reason of their condition as to snow and ice, amounting to negligence, both city corporation and company would have been liable; and, if the city corporation alone was sued, the company would be liable over: *Toronto R.W. Co. v. City of Toronto* (1895), 24 S.C.R. 589.

There should be judgment for the plaintiff corporation for \$14,391.47, with interest from the date of the commencement of the action and with costs.

PRESTON v. BARKER—BRITTON, J.—APRIL 12.

Parent and Child—Sum of Money Handed by Father to Daughter—Loan or Gift—Evidence.—Action by Anthony Preston against Samuel Barker to recover \$2,000 which the plaintiff alleged was borrowed from him by his daughter, who was the wife of the defendant, and who died in April, 1916. The action was tried without a jury at Brockville. BRITTON, J., in a written judgment, said that the action was against the defendant personally and as administrator of the estate of his deceased wife. It appeared that the plaintiff handed the money to his daughter, who gave it to the defendant; the defendant used it to pay part of the purchase-price of a farm, the conveyance of which he took in his own name. The question was, whether the \$2,000 was a loan or a gift. The learned Judge reviewed the evidence, and found that it was a gift. Action dismissed without costs. H. A. Stewart, for the plaintiff. W. A. Lewis and Fitzpatrick, for the defendant.