INDEX.

TRADING COMPANY.

See Company—Guaranty, 2.

TRADING WITH THE ENEMY.

See Alien Enemy, 3.

TRANSIENT TRADERS.

See Municipal Corporations, 1.

TRAVELLING EXPENSES.

See Costs, 8.

TRESPASS.

Sale of House—Agreement of Purchaser to Remove from Land—Similar Agreement between Purchaser and Occupant of House—Forfeiture on Default—Non-enforcement of —Ownership of House—Evidence—Appeal—New Trial. Genereux v. Kitchen, 13 O.W.N. 299.—App. Div.

See Appeal, 4—Fixtures—Street Railway, 2.

TRIAL.

- 1. Action for Breach of Promise of Marriage—Jury—Prejudice to Defendant—Evidence as to Origin—Alien Enemy—Address of Counsel for Plaintiff to Jury—Evidence of Accusations Made by Relatives of Defendant against Plaintiff—Evidence of Attempt of Relatives to Deport Plaintiff—Improper Admission of—Excessive Damages—Failure of Trial Judge to Caution Jury—Substantial Wrong—Judicature Act, sec. 28—New Trial—Objections not Made at Trial. D. v. B., 12 O.W.N. 280, 40 O.L.R. 112.—App. Div.
- 2. Adjournment to Next Sittings—Necessity for New Notice of Trial—Rule 252—Notice of Trial Given by Plaintiffs for Later Sittings—Subsequent Notice of Trial for Next Sittings—Attempted Countermand—First Notice Accepted by Defendant—No Application to Set aside First Notice of Trial—Entry for Trial at Next Sittings—Defendant not Appearing—Plaintiffs Insisting on Going on—Judgment for Plaintiffs Set aside on Appeal—Costs. *Malden Public School Board (Section 5) v. Sellers, 13 O.W.N. 377.—App. Div.
- 3. Jury—Prejudice—Improper Course Taken by Counsel at Second Trial of Action—Verdict for Small Sum—Perverse Verdict—Application for New Trial—Refusal of Court to Order Third Trial—Costs. Gage v. Reid, 13 O.W.N. 229.—App. Div.