

secured by the mortgage still operated after maturity in favor of the plaintiff.

S. H. Blake, Q.C., and Foy, Q.C., for the appellant.

Alan Cassells, for the respondents.

[Dec. 22, 1888.

DUNCAN v. ROGERS.

*Way—Easement appurtenant to land conveyed—Agreement, construction of by Court.*

This was an appeal by the plaintiff from the judgment of the Common Pleas Division, reported 15 O.R. 699, and came on to be heard before this Court (HAGARTY, C.J.O., BURTON, OSLER and MACLENNAN, JJ.A.) on the 21st November, 1888.

The Court allowed the appeal with costs, being unanimously of opinion that upon the evidence it was clear a defined right of way existed at the time of the grant to the plaintiff, and that under the terms of the grant it passed to him. The Court were also of opinion that the finding of the jury as to the location of the extension of the lane should not have been disturbed, the written agreement in regard to this extension being ambiguous, and both parties having given evidence as to its real meaning and allowed the question to be submitted to the jury.

Fullerton and W. Nesbitt, for the appellant.

Tilt, Q.C., for the respondent.

[Dec. 22, 1888.

ADAMS v. THE WATSON MANUFACTURING CO. (Limited.)

*Amendment—Adding parties—O.J.A.M.R. 103—Costs.*

This was an appeal by the plaintiff from the judgment of the Queen's Bench Division, reported 15 O.R. 218, and came on to be heard before this Court (HAGARTY, C.J.O., BURTON, OSLER and MACLENNAN, JJ.A.) on the 23rd November, 1888.

The Court dismissed the appeal with costs, being unanimously of opinion that under the circumstances set out in the report of the case in the Court below, the terms as to payment of costs imposed as a condition precedent to being allowed to amend, were proper.

G. T. Blackstock, for the appellant.

John Crerar, for the respondents.

[Dec. 22, 1888.

GREEN v. THE CORPORATION OF THE TOWNSHIP OF ORFORD.

*Municipal corporation—Drainage—Work done in excess of contract—Necessary work—Liability of corporation.*

This was an appeal by the defendants from the judgment of the Common Pleas Division, reported 15 O.R. 506, and came on to be heard before this Court (HAGARTY, C.J.O., BURTON, OSLER and MACLENNAN JJ.A.,) on the 30th November, 1888.

The Court allowed the appeal with costs, being of opinion that the work in question was work that the plaintiff was bound to perform under the contract itself.

*Quare*, whether the work in question was in any event "necessary" in such a sense as to impose liability for payment therefor upon a municipal corporation without express contract. The correctness of the decision of the Court below upon this point doubted.

W. R. Meredith, Q.C., and Douglas, Q.C., for the appellants.

Moss, Q.C., and Shoebotham, for the respondent.

[Dec. 22, 1888.

Re THE OAKWOOD HIGH SCHOOL AND THE CORPORATION OF THE TOWNSHIP OF MARIPOSA.

*High Schools—Application for municipal grant—R.S.O. c. 226, ss. 25, 35.*

*Held*, that the words "maintenance, accommodation and other necessary expenses," in sub-sec. 6 of sec. 25 R.S.O., c. 226, include the purposes mentioned in sec. 35 (1), and consequently that an application under sec. 35 (1) must be made before the first day of August.

*Held*, also, that an application under sec. 35 (1.) must be the corporate act of the School Board, not merely the verbal request (however unanimous) of the individuals composing it, and must specify the purposes for which the money is required.

*Held*, also [MACLENNAN, J.A., dissenting], that to come within the provisions of sec. 35 an application must be an independent application for purposes mentioned in that section, and that an application combining other pur-