

DIARY FOR JANUARY.

1. Fri. *New Year's Day.*
3. Sun. *2nd Sunday after Christmas.*
4. Mon. Chief Justice Moss died, 1881.
5. Tues. Civil and Criminal Assizes at Ottawa—Rose, J.
6. Wed. Christmas vacation ends. Epiphany. Civil Assizes at London and Hamilton. Criminal Assizes at Toronto.
10. Sun. *1st Sunday after Epiphany.*
11. Mon. County Court sittings for motions. Surrogate Court sittings.
12. Tues. Court of Appeal sits. Sir Charles Bagot, Governor-General, 1842.
13. Wed. Civil Assizes at Toronto—Street, J., and Boyd, C.
14. Thur. Duke of Clarence, heir presumptive, died '92.
15. Fri. Lord Stanley of Preston born, 1811.
17. Sun. *2nd Sunday after Epiphany.*
21. Thur. Lord Bacon born, 1561.
23. Sat. William Pitt died, 1806.
24. Sun. *3rd Sunday after Epiphany.*
26. Tues. Sir W. B. Richards died in his 74th year, 1889.
29. Fri. George III. died in his 82nd year, 1820.
31. Sun. *4th Sunday after Epiphany.* Earl of Elgin, Governor-General, 1847.

appointed trustee. The petitioner is entitled to his costs. See *Re Andrews*, 11 P.R. 199.

W. F. Burton for the insurance company: The company is entitled to be protected on payment to the trustee appointed without security, and the order should be so made. The company has always been willing to pay this claim, and following *Re Andrews* the company's costs should be provided for out of the fund.

MCMAHON, J., directed the order to be made dispensing with security in this Province, and, further, that payment to such trustee under the order should fully discharge the company, and, following the case cited, ordered costs to both parties out of the fund.

Reports.

ONTARIO.

(Reported for THE CANADA LAW JOURNAL.)

RE LEMON.

Insurance monies—Infants—Trustee in another province—Security—R.S.O., 1887, c. 136, s. 12.

A M.N., who had been appointed administrator in Manitoba, was appointed trustee to receive the share of an infant, under R.S.O., 1887, c. 136, s. 12; and it being shown that he had given security largely in excess of the amount in question to the satisfaction of the court in Manitoba, where he and the infant resided, the trustee was not required to give security, and the insurance company was discharged on payment to the trustee.

[HAMILTON, December 3, 1891.]

One Andrew Lemon was insured by two policies in the Canada Life Assurance Company, and made a declaration in favor of certain of his children, one of whom was a minor at the time of his death. The assured appointed one I.C. executor, and also guardian of his minor children; he declined to act; and administration, with the will annexed, was then granted to the petitioner.

The company admitted the claim, and were prepared to pay the shares of the adult children and the share of the minor upon the appointment of a guardian or trustee under R.S.O., c. 126, s. 12.

E. P. McNeill for petitioner: The administrator in the other Province has given security for more than double the amount in question, and the infant is desirous that he should be

Early Notes of Canadian Cases.

SUPREME COURT OF CANADA.

Ontario.]

[June 22.]

ROSS v. BARRY.

Contract—Construction of railway—Standard of quality—Evidence.

McC. and R. were the contractors for the construction of a part of the Grand Trunk Railway, and sublet the masonry work to B. & S. In a conversation between McC. and S., before B. & S. began their work, S. understood that the second-class masonry in his contract was to be of the same quality as that of the "Loop line," another part of the Grand Trunk Railway road, and prepared his materials accordingly on receipt of a letter from McC., instructing B. & S. to carry out their contract "according to the plans and specifications furnished by the company's engineer." After a small portion of the masonry work had been done, the subcontractors were informed by the engineer in charge that the second-class masonry required was of a quality that would increase the cost over thirty per cent., whereupon they refused to proceed, until McC., who was present, said to them, "Go on and finish the work as you are told by the engineer, and you will be paid for it." They thereupon pulled down what was built, and proceeded according to the directions of the engineer. When the work was nearly done, McC. tried