

From Boyd, C.]

[Jan. 7.

OTTAWA ELECTRIC COMPANY v. ST. JACQUES.

*Contract—Printed and written clauses.*

A lessee of a building entered into a contract with an electric light company for the supply by them to him of light for the building. The contract, drawn on a printed form used by the company, contained a provision that it was "to continue in force for not less than 36 consecutive calendar months, from date of first burning and thereafter until cancelled (in writing) by one of the parties hereto," the whole of this clause, except the figures "36" being printed. A subsequent clause, wholly in writing, under the printed heading, "Special conditions, if any," provided that the contract was "to remain in force after the expiration of the said 36 months for the term that the party of the second part (the lessee) renews his lease for the (building)," with certain provisions as to payment of the expense of wiring:—

*Held*, that there was no rule of law requiring more weight to be given in a contract of this kind to a written provision than to a printed one; that the clauses must be read together; and that their fair meaning was that the contract was to be in force for at least thirty-six months, and thereafter during any renewal term of the lease, until cancelled in writing.

Judgment of BOYD, C., affirmed.

G. F. Henderson, for appellants. F. A. Magee, for respondent.

From Meredith, J.]

[Jan. 7.

CHALLONER v. TOWNSHIP OF LOBO.

*Drainage—Qualification of petitioners — "Last revised assessment roll."*

The "last revised assessment roll" which governs the status of petitioners in proceedings under the Drainage Act is the roll in force at the time the petition is adopted by the council and referred to the engineer for enquiry and report, and not the roll in force at the time the by-law is finally passed.

Judgment of MEREDITH, C.J., 32 O.R. 247, 36 C.L.J. 707, reversed.

Talbot Macbeth, for appellants. T. G. Meredith, for respondent. A. Stuart, for contractor.

From Meredith, C.J.]

WARD v. BRADLEY.

[Jan. 7.

*Gift—Donatio mortis causa—Mortgage.*

The holder of two mortgages, while very ill and about to start on a journey for the benefit of his health, handed the mortgages and some title deeds to the defendant, telling her that they were for her and that he would execute an assignment of them to her if one were prepared and sent to him. The mortgagee died two months later, no assignment having been executed by him, and one of the mortgages having been partially discharged by him:—

*Held*, that there had not been a donatio mortis causa of the mortgages