

the particulars given, thought it was not quite clear whether the order of the 18th March and the provisions of Con. Rule 268 had been complied with; but was of opinion that further particulars, at this stage, were not necessary. If at a further stage, when the cause is at issue and discovery has been given, the defendants are still in doubt as to what the plaintiff is going to prove, the motion can be renewed. With that proviso, motion dismissed; costs in the cause. Strachan Johnston, for the defendants. A. M. Stewart, for the plaintiff.

ATTORNEY-GENERAL FOR ONTARIO V. CANADIAN NIAGARA POWER
Co.—RIDDELL, J.—MAY 19.

Contract—Construction—License to Take Water from River for Generating Electricity — Rate of Payment.]—In this case, noted ante 127, the plaintiff applied to have the matter reopened and evidence taken. An order was accordingly made to that effect, and the case came on again for trial before RIDDELL, J. The evidence of Mr. Finlay, manager of the defendant company, was taken, and certain statements were put in, and also copies of the forms of the contracts the defendants make. Admissions were also put in which, it was argued for the plaintiff, taken in connection with other admitted or proved facts, shewed that the conclusion formerly arrived at was erroneous. RIDDELL, J., after an elaborate discussion of the evidence, said that he saw nothing in the new material to vary his former opinion. The plaintiff to pay the costs. Sir Æmilius Irving, K.C., C. H. Ritchie, K.C., and C. S. MacInnes, K.C., for the plaintiff. W. Nesbitt, K.C., A. Monro Grier, K.C., and A. M. Stewart, for the defendants.

GOSNELL V. MCTAMNEY—DIVISIONAL COURT—MAY 21.

Landlord and Tenant—Distress—Removal of Goods by Bailiff—Agreement to Store for Tenant — Abandonment of Distress — Rights of Chattel Mortgagee.]—Appeal by the defendant from the judgment of DENTON, one of the Junior Judges of the County