

Termination of License.]—The plaintiff sued to recover \$15,000 damages from the defendant school board and its architect, the defendant Russell, for the wrongful dismissal of the plaintiff from his employment to erect a school-house. The action was tried without a jury at Toronto. MIDDLETON, J., read a judgment in which he discussed the evidence given before him, and stated his conclusion that the action failed because the plaintiff was himself guilty of a serious breach of the building contract, and his dismissal was abundantly justified. The building contract, the learned Judge said, amounted to a license from the owner to the builder to enter upon the lands for the purpose of erecting the building contracted for. As soon as the plaintiff refused to comply with his contract and undertook to hold possession of the lands for the purpose of erecting a different building, his right to occupy the lands came to an end, and the school board could resume possession of its own property and remove the contractor who by his breach of contract had forfeited the license under which alone he was in possession. Action dismissed with costs. J. M. Ferguson and J. T. Mulcahy, for the plaintiff. W. A. Finlayson, for the defendant school board. R. S. Robertson, for the defendant Russell.

RE MOORE—RIDDELL, J., IN CHAMBERS—DEC. 11.

Distribution of Estate—Intestate Succession—Absentee Next of Kin—Presumption of Death—Evidence.]—Motion by the administrators of the estate of W. H. Moore, deceased, for leave to pay into Court the share of an absentee. RIDDELL, J., said that the case was entirely covered by *Re Ashman* (1907), 15 O.L.R. 42, followed in *Re Peacock* (1915), ante 175; and the same order should be made as was made in *Re Ashman*. R. J. McLaughlin, K.C., for the administrators. B. N. Davis, for the next of kin.