

during the renewal term was by adding to each payment during the twenty-one years, that is to say, adding to the rent of eighty dollars per annum for the first ten years of the renewal term and to the rent of one hundred dollars per annum for the remaining ten years of the renewal term, and not by adding together the annual payments for twenty-one years and making an addition to that, nor by adding to the sum payable during the last year before the renewal.

*Held*, also, that the condition as to the rent for the new term, being an increased rent, might be satisfied by making a merely nominal addition, there being no increase in the rental value of the premises.

*Riddell, Q.C., and J. McGregor, for tenants. Gamble, for landlord.*

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Meredith, J.] CONLEY v. CANADIAN PACIFIC RAILWAY. [Nov. 4.

*Railways—Consignor and consignee—Delivery to wrong person—Liability.*

The plaintiff consigned to the defendants certain goods to the "I. C. Company," simply. He knew that the company had not yet been incorporated; he also knew that the defendants' practice was never to deliver the goods consigned "to order" without the production and endorsement of the shipping bill, but that when not consigned "to order" they did sometimes deliver the goods without the production of the shipping bill. The defendants did not deliver the goods to a person carrying on business under the name of the I. C. Company and at the ostensible office of the company.

*Held*, that the plaintiff was most to blame for such delivery, and that the defendant was not liable by reason of their having delivered the goods without first requiring the production of the shipping bills. There is no law here requiring carriers to take up the shipping bills before the delivery of goods.

*Davis, for plaintiff. Aylesworth, Q.C., and Denison, for defendant.*

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Boyd, C., Falconbridge, C. J., Street, J.]

[Nov. 5.]

PRITCHARD v. PATTISON.

*Evidence—Motion—Security for costs—Nominal plaintiff—Insolvency—Affidavit—Notice of Motion.*

The decision of ROSE, J., ante 423, affirmed on appeal; STREET, J., dissenting.

*Held*, per BOYD, C., that an application for security for costs on the ground that the plaintiff is insolvent and is only nominally interested in the action should be based on an affidavit of belief on the defendant's part that such are the facts, and such an affidavit should at least be furnished by the defendant before he attempts to establish the facts by examining the plaintiff.