

THERIEN V. MOUNTJOY LUMBER CO.—LENNOX, J.—NOV. 16.

Contract—Supply of Ice—Evidence—Payment according to Superficial Area.]—Action to recover \$1,314.40, the balance alleged to be due to the plaintiff for ice furnished to the defendants under a contract. The learned Judge finds, upon the evidence, which is reviewed in a written opinion, that the rate of payment under the contract had reference only to superficial area and was wholly irrespective of the cubical contents of the blocks of ice furnished. Judgment for the plaintiff with costs for \$1,314.40, with interest from the date of the writ of summons, less the sum, if any, paid into Court with its accrued interest, which is to be paid out to the plaintiff. A. G. Slaght, for the plaintiff. H. E. Rose, K.C., and J. Y. Murdoch, for the defendants.

SCHMIDT V. SCHMIDT—LATCHFORD, J., IN CHAMBERS—NOV. 17.

Pleading—Statement of Claim—Addition of Cause of Action not Endorsed on Writ of Summons—Rule 109—Alimony.]—Appeal by the plaintiff from the order of the Master in Chambers, ante 228. The appeal was dismissed with costs in the cause to the defendant Schmidt. George Wilkie, for the plaintiff. A. McLean Macdonell, K.C., for the defendant Schmidt.

CORRECTION.

In WEBB V. PEASE FOUNDRY CO., ante 212, in the last line of p. 213, insert, after "carried out," the words "or that it should remain on foot and be carried out," and change the next word from "in" to "on."