

tion of \$1,050. The defendant Kieffer made two promissory notes, dated respectively May 5th, 1896, and September 1st, 1896, payable six and three months after date, for \$1,000 and \$500, in favor of Messner, and for his accommodation, and Messner promised at the time of the making of the first note to give him "land security." Messner assigned for benefit of creditors on December 16th, 1896. The assignment of mortgage was registered December 4th, 1896. This promise, though general in its terms, is sufficient to support the security, *Lawson v. McGeoch*, 20 A.R., 464. The circumstances of the case, however, justified the plaintiff in making this enquiry, and therefore, though the action must fail, it is dismissed without costs.

O'Connor, Q.C., for plaintiff.

Shaw, Q.C., for defendant.

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MACMAHON, J.] [AUG. 10.

DWYER v. CITY OF OTTAWA.

Injunction—Appeal—Stay of Proceedings.

Motion by plaintiff to commit S. Bingham, the Mayor of Ottawa; Edward Wallace, Chairman of the Board of Works, and R. Surtus, engineer of the city, and A. A. Maclean, president of defendants, the Canadian Granite Company, and John Charles Roger, its manager, for contempt, for breach of injunction granted by Robertson, J., restraining defendants, the corporation, from paying over certain moneys to their co-defendants, the company, and defendants, the company, from continuing certain paving work upon certain streets in the city. The plaintiff had contended that the work forbidden had been proceeded with vigorously after notice, of the injunction, and that the corporation had paid over to the company \$10,000 in breach of it. The defendants had taken the steps required by the rules to prosecute their appeal.

Held, that the addition by Rule 1,487 (805) of the words, "and also all 'urther proceedings in the action in the Court appealed from shall be stayed," to the provisions of former Rule 805, which are taken verbatim from the Judicature Act, 1895, ch. 12, sec. 78 (2), has much extended the wide construction to be placed upon the statute, and, therefore, from the express wording of the new Rule 1,487 when a notice of appeal has been given, and the appeal set down, and notice thereof signed by the registrar has been served as required, the effect is to stay all proceedings in the action in the Court appealed from, including an interim injunction. Motion dismissed. Costs to defendants in the action.

W. M. Douglas for plaintiff.

W. R. Riddell for defendants.

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SUPREME COURT OF CANADA.] [MAY 1.

CONSUMERS' GAS CO. v.

TORONTO.

Assessment and Taxation—Exemptions—Gas Pipes in Highways—Legislative Grant of Soil in Highway—Ontario Assessment Act, 1892.

Gas pipes laid under the streets of a city which are the property of a private corporation are real estate within the meaning of the "Ontario Assessment Act of 1892," and liable to assessment as such, as they do not fall within the exemptions mentioned in the sixth section of the Act.

By the appellant's Act of incorporation power was conferred upon them "to purchase, take and hold lands, tenements and other real property for the purposes of the said company, and for the erection and construction and convenient use of the gas works of the company, and, further, power was conferred by the thirteenth clause "to break, dig and trench so much and so many of the streets, squares and public places of the said City of Toronto as may at any time be necessary for the laying