to recover $2,500 damages for injuries caused to her by the alleged neglect of the defendants to appoint a person to attend to the heating of the school room. Plaintiff became seriously ill and charged that the illness was caused by the cold and dampness of the schoolroom. Street, J., held that the plaintiff had not established that her illness was caused as alleged, and dismissed the action with costs. Appeal dismissed with costs.

Re ARTHUR AND MINTO SCHOOL SECTION No. 17.

Formation of Union School Section—Award of Arbitrators—Disposition of Surplus School Moneys—Refund of Debenture Payments—Reference Back to Arbitrators.

Judgment on application by trustees of public school sections Nos. 12 and 13, in the Township of Minto, to set aside an award made on the 25th May, 1903, by David Clapp and George Cushing, providing for the formation, under section 46 of The Public Schools Act (1 Edw. VII, chapter 39), of a new union school section to be called union school section No. 17, in the Townships of Arthur and Minto, and to consist of certain named lots in the two townships. In dealing with the matters provided for by sub-section 8, the arbitrators awarded that certain named percentages of any named surplus moneys on hand on the 31st December next shall be paid by the trustees of sections 7 and 11 of Arthur, and by the trustees of sections 12 and 13 of Minto, to the trustees of the union section, and that the owners of certain lots in Arthur shall have refunded to them, by section 7 of Arthur, any sum which they have paid within the last five years, or should afterwards be required to pay, for the debenture indebtedness for the erection of a schoolhouse in that section. Held, that the award in these respects is uncertain, and therefore invalid, but the case is not one in which the award should be set aside. The matters should be referred back to the arbitrators, in order that what is wrong may be set right. No costs to either party of the motion, or of the reference back.

Re TOWNSHIP OF ADJALA AND COUNTY OF SIMCOE.

Motion to Vary Award—Erroneous Laying out of Road by Arbitrators.

Motion by township to vary award, on ground that roads laid out by the arbitrators were not laid out in a proper manner. Order made in terms of cousent minutes substituting other side roads to be treated as county roads for those set down in award. Each party to pay their own costs.

FORBES v. GRIMSBY PUBLIC SCHOOL BOARD.

Purchase of new School Site and Erection of New Schoolhouse—Motion to Restrain Proceeding with Contract and Payment Over of Money.

Judgment on motion by plaintiff to continue injunction granted by the local judge at St. Catharines restraining defendants, the corporation of the Village of Grimsby, from paying over to the defendant school board $12,500 for the purchase of a school site and the erection of a school building thereon, and restraining defendant school board from proceeding with the purchase of a site known as the Kerr property, and restraining defendant Lysit from proceeding with any work in connection with his contract with the board for the erection of a school building, and restraining defendant Vandyke, as chairman of the building committee of the board, from authorizing any further work in connection with the contract. Held, that the injunction should not be continued. Smith v. Fort William, 24 O. R. 372, decides that school trustees should not undertake to build in excess of funds provided by the council, and that is a salutory rule which need not be invaded in this case. The school board are not restricted to the debentures voted to the council under section 76 of The Public School Act, 1901, but may also turn in the other moneys they have under control in the shape of rent and the proceeds of the old school house and site. By the figures submitted there is a considerable margin between the contemplated outlay, as tendered for, and the funds available under the contract or in the hands of defendants. It is not necessary to exceed what is thus provided, and defendants swear they will keep the work within what they have means to pay for. The court should not lightly dlsturb the united action of the council and the school board in proceeding to establish a new school suitable for the needs of the municipality. The objection that there is not a good title to the new site should not prevail. There is power to expropriate, and, apart from that, the agreement for sale and possession has been made with the tenant for life, and that is one that controls the remainder-man under the provisions of The School Act, section 39; Young v. Midland R.W. Co., 22 S.C.R., 190. Injunction dissolved and costs reserved till the hearing on further order.

WASON v. DOUGLAS.

Land on Either Side of Creek—Boundary, Centre Line of Channel.

Judgment on appeal by plaintiff from judgment of a divisional court (Falconbridge, C. J., and Britton, J.) 2 O.W.R. 688, reversing judgment of Lount, J., (1 O.W.R. 552), and dismissing action with costs. The action was for trespass to land, an island in Blind Creek. The action was first tried by a jury, who found in favor of plaintiff. A divisional court (21 C.L.T., Occ. N. 521) directed a new trial for the purpose of ascertaining the true boundary between plaintiff's and defendant's land, holding that the description in the conveyance to defendant entitled him to the medium filum aqua as his boundary, and the position of the centre line of the stream was the matter to be determined; that the centre line of whichever channel was the main channel in 1883 could be the centre line of the stream, and the jury should be asked to find, if there were two channels, which was the main channel in 1883. The case was then tried without a jury, but the trial judge did not make a finding upon the point indicated by the court. Upon appeal, the divisional court found that the northern channel was originally, and at the time of the conveyance to defendant, the main channel of Blind Creek, and that the boundary line between plaintiff and defendant is the centre line of this northerly channel. The court held that the evidence sustained the finding of the divisional court. Appeal dismissed with costs.

Re MEDLER AND CITY OF TORONTO.

Compensation for Injury to Land by Laying of Tracks—Award of Arbitrators—Appeal From.

Judgment on appeal by Medler & Arnot, claimants, from order of MacMahon, J., 1 O.W.R. 545, dismissing their appeal from an award of arbitrators, and allowing the cross-appeal of the city corporation. The claim was for lands on Berkely street, Toronto, injured by the laying of tracks for shunting purposes and by the closing of Berkley street, pursuant to an agreement between the city corporation and the Grand Trunk and Canadian Pacific Railway Companies, ratified by 55 Vic., chapter 90, section 2. The court held that the city corporation was not liable to make compensation, and that there was no ground for interfering. Appeal dismissed with costs.