

A withdrawal of defence under s. 113 of the Division Courts Act, R.S.O., c. 51, is not a confession of judgment or *cognovit actionem* within the meaning of s. 1 of the Assignments and Preferences Act, R.S.O., c. 124.

Judgment of ARMOUR, C.J., affirmed.

W. Nesbitt and A. Monro Grier for the appellants.

E. Myers and J. N. Fish for the respondents.

From Q.B.D.]

[May 8.

WEALIENS v. CANADA SOUTHERN R.W. CO.

Corporations—Delegation of powers—Railways—Negligence—Fire.

A railway company incorporated under the laws of this Province cannot, without legislative sanction, confer upon a foreign railway company the immunities and privileges which it possesses, and the foreign railway company, in running engines over the line of railway in this Province, is subject to the common law liability imposed on a person using a dangerous and fire-emitting machine, and is liable for damages without proof of negligence.*

Judgment of the Queen's Bench Division reversed.

Moss, Q.C., for the appellants.

H. Symons and D. W. Saunders for the respondents.

From ROSE, J.]

[May 8.

IN RE MCCOLL AND THE CITY OF TORONTO.

Municipal corporations—Arbitration and award—Withdrawal—49 Vict., c. 66 (O.).

S.s. 6 of s. 1 of 49 Vict., c. 66 (O.)—(The Don Improvement Act)—makes applicable to an arbitration under that Act all the provisions of the Municipal Act as to arbitrations, including the provision enabling the council to withdraw from the arbitration, and not merely the provisions for determining the amount of compensation.

Judgment of ROSE, J., reversed.

W. R. Meredith, Q.C., for the appellants.

Lush, Q.C., for the respondent.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

Divl Court.]

[March 3.

BARNES v. DOMINION GRANGE MUTUAL FIRE INSURANCE ASSOCIATION.

Fire insurance—Interim contract—Termination of—Notice—R.S.O., c. 167, s. 114, condition 19.

The plaintiff's testator applied to the defendants in writing for an insurance against loss by fire on certain property, and gave an undertaking in writing to