

**Specific performance** — Option in lease—Exercise of same—Tender—When to be made—"End of demised term"—Dies non — Defect in title—Life interest only—Specific performance with compensation—Damages — Acquiescence in permanent improvements by lessees—Reference—Costs. *Ontario Asphalt Block Co., Ltd. v. Mantreuil*, 838.

**Specific performance** — Term of mortgage—Claim that no agreement as to — Waiver — Evidence. *Graydon v. Gorrie*, 23.

**Specific performance** — Vendor to prepare deed — Default as to — Tender of deed from registered owner—Attempted rescission by vendor — Specific performance decreed. *Knibb v. McConvey*, 731.

**Specific performance**—Verbal condition not inserted in agreement — Refusal of plaintiff to perform—Action dismissed. *Ellis v. Zilliax*, 48.

**Will**—Power of executors to sell land for payment of debts—Contract for sale of land by executors—Objection to title—Application under Vendors and Purchasers Act—Costs. *Mackay and Nelson, Re*, 963.

## VENUE.

**Change**—Inflamed condition of public mind—Terms. *Meredith v. Slemin*, 315.

**County Court action** — Con. Rule 529 (b)—Order made. *Ferguson v. Anderson*, 68.

**Motion to change**—Action of negligence by workman—Place of accident proper place of trial—Lack of means of plaintiff — Terms as to transportation, etc. *Bickell v. Walkerton Electric Light Co.*, 446.

**Motion to change**—Balance of convenience. *Baughart Bros. v. Miller Bros.*, 629.

**Motion to change** — Balance of convenience — Delay — Jury notice — Unfairness of — Order made on terms of abandonment of jury notice. *White v. Hobbs*, 483.

**Motion to change** — Convenience—Witnesses — Books of company—Terms. *Blackie v. Seneca Superior Silver Mines*, 371.

**Motion to change**—Delay in trial—Plaintiff responsible for — Order refused — Costs. *Chwayka v. Canadian Bridge Co.*, 250, 370.

## WATER AND WATERCOURSES.

**Boom company**—Alleged obstruction of river by — Evidence—Reasonable conduct by defendants—Dismissal of action. *Rainy River Navigation Co. v. Watrous Island Boom Co.*, 905.

**Dam**—Easement to pen back water—Flooding of servient tenements—Evidence—Necessity of literally continuous adverse user—Extent of right acquired — Alleged raising of dam—Prolongation of period of flooding—Improved methods of water conservation—Damages — Injunction—Costs. *Cardwell v. Breckenbridge*, 569.

**Ditches and Watercourses Act**—Appeal from drainage referee—Report of engineer—Alleged not independent opinion—Fees of solicitors and engineers—Charge on work — Refusal to interfere with. *Bright and Township of Sarnia, Re*, 817; *Wilson and Township of Sarnia, Re*, 817.

**Flooding of plaintiff's lands**—Unnatural collection of surface water—Defendant railway company—Water from locomotives — Claim to be acting under statutory powers — Municipal corporation—Liability of — Injunction — Stay. *Niles v. Grand Trunk R. Co.*, 73.

**Improvement of highway**—Closing of cove — Injury to plaintiff's land by flooding—Defective work—Action—Arbitration—Amount of damages — Appeal. *Martin v. Middlesex*, 869.

**Obstruction of flow** — Injury to navigation — Damages to navigation company—Quantum of. *Rainy River Navigation Co. v. Ontario and Minnesota Power Co.*, 897.

**Obstruction of river by logs**—Saw Logs Driving Act—R. S. O. 1899, c. 43 — Crown grant—Reservation of one chain on bank—Riparian rights—High water mark—Location of—Trespass — Evidence — Injunction — Damages—Reference — Costs. *Ireson v. Holt Timber Co.*, 433.

## WAYS.

**Closing of street**—Illegal by-law—Liability for—Order of Dom. Ry. Board — Work done by railway — Liability of town — Closing or "deviation"—Damages—Permanent injury—Costs. *Seguin v. Hawkesbury*, 695.

**Dedication**—Evidence—Acceptance—Registration of plan not shewing high-