

ascertain and determine the defendant's liability, which was refused, and judgment entered for the plaintiff.

Held, that the judgment so recovered was not sufficient to bind the third party, and a new trial was directed.

H. H. Collier, for plaintiff. *J. H. Ingersoll*, for defendant. *Aylesworth*, Q.C., for third party.

Divisional Court.] WALLACE v. PEOPLE'S LIFE INS. CO. [Feb. 21.

County Court—Counter-claim—Amount required to be set off.

In an action in a County Court to recover an amount due for salary and travelling expenses, in which there was a counter-claim for advances made to the plaintiff, the plaintiff recovered \$308.55, the amount found to be due under the counter-claim, \$1,169.54, but only \$200 was allowed to be set off.

Held, that the defendants were entitled to judgment on the counter-claim to the full amount of the plaintiff's claim.

Warre, for the defendant. No one contra.

Divisional Court.] BRADLEY v. BARBER. [Feb. 21.

Injunction—Injury or threatened injury to goods—Damages.

Under the Judicature Act, R.S.O., ch. 57, s-s. 4, and the County Courts Act, R.S.O., ch. 55, s. 23, s-s. 11, where a cause of action is within the jurisdiction of the County Court, an injunction may be granted to restrain the sale of a specific article which cannot properly be subject of compensation, but not where an injury or threatened injury to goods can be duly compensated by damages.

When, therefore, the plaintiff, who had made an assignment for the benefit of creditors, claimed the ownership and possession of a horse as being an exemption, and brought an action claiming an injunction to prevent the threatened taking of the horse from him and for a declaration of right as to its ownership, and an interim injunction was granted by the judge of the County Court, which, on the finding of the ownership at the trial in the plaintiff's favour was made perpetual and judgment entered for the plaintiff, the judgment was set aside and judgment entered in the defendant's favour.

Morphy, for plaintiff. *Watson*, Q.C., for defendants.

Divisional Court.] RYAN v. WILLOUGHBY. [Feb. 23.

Municipal corporation—Contract with—Member interested in sub-contract—Duty to resign office—Refusal to carry out sub-contract—Liability.

The defendant, who was a member of a municipal corporation, and who would be disqualified under section 80 of the Municipal Act, R.S.O., c. 223, from entering into or being interested in a contract with the corporation, entered into a sub-contract to do the brick and mason work of a