

responsible for the keeping of it in repair, that duty being cast upon the municipality generally, and that when it should become necessary to reconstruct the work or improvement, the cost of doing so should be defrayed by the owners of the property benefited by the work of construction.

*Held*, also, that this duty to repair is imposed upon the municipality for the benefit of those at whose expense the work or improvement has been made; and is not to be confounded with the general duty to repair, which is one towards the public.

*Held*, also, that this duty ends when it becomes necessary to reconstruct the work or improvement, and that whenever it is in such a condition that practical men would say of it that it is worn out and not worth repairing, no order for repair can be made under the amendment to s. 666 contained in s. 41 of 62 Vict., sess. 2., c. 26.

*Semble*, that if the dilapidated condition of the payment were due to the municipality having in the past neglected the duty to repair the result would be different, the amending Act of 1899 being applicable to cases where the breach took place before it was passed.

*F. A. Hilton and S. B. Woods*, for applicant. *Fullerton*, Q.C., for the City of Toronto.

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Trial of Actions—Meredith, C.J.]

[Dec. 13, 1899.

*HORSMAN v. CITY OF TORONTO.*

*Taxes and assessment—Arrears of taxes—Goods on premises "purchased" from owner—R.S.O., c. 223, s. 135, sub-s. 4 (b).*

*Held*, that the goods purchased from a mortgagee of the owner or person assessed were not goods title whereof is claimed by purchase, gift, transfer or assignment from the owner or person assessed "within the meaning of s. 135, sub-s. 4 (b) of the Assessment Act (R.S.O., c. 224) and could not be levied on for taxes in arrear in respect of the premises owned by the mortgagor of the goods.

*Brewster*, for the plaintiff. *Fullerton*, Q.C., and *Chisholm*, for the defendants.

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Rose, J.]

[Dec. 14, 1899.

*HARRIS v. BANK OF BRITISH NORTH AMERICA.*

*Interpleader—Summary application—Rule 1103 (a)—Money in bank—Adverse claims—Foreign claimants—Foreign action—Jurisdiction.*

An appeal by the defendants from an order of the Master in Chambers dismissing a motion, under Rule 1103 (a), for an interpleader order in respect of moneys in the hands of the defendants, which were claimed by the plaintiff, and also by the Pioneer Trading Corporation of the Klondike, Limited, a corporation having their head office in London, England. This