school corporation itself) or otherwise, where "the schools" are maintained in whole or in part by a legislative grant or school tax, and that that proviso does not apply to this case, for the Separate School Corporation here are neither owners nor *ceste qui trustent* nor tenants, within the meaning and competence of the law in question, nor are they the appellants, nor do the appellants legally represent the interests of the Roman Catholic Separate School Corporation in this appeal. All that the Roman Catholic Episcopal Corporation can represent is the interests created by the trust deed of the late Archibald McNeel.

The buildings and grounds occupied for separate school purposes are not the buildings of the separate school trustees or attached to a seminary of learning, either vested in a trustee for school purposes or otherwise held for school purposes. They are the buildings and grounds of the Roman Catholic Diocesan Corporation, the appellants, in this case, in trust, and only for the purposes of the trust set forth in the deed of the late Archibald McNeel, and which buildings and grounds belong to the appellants for church purposes only, although occupied by the Board of Separate School Trustees as tenants at will or on sufferance.

In conclusion, I find it my duty to say that the case has been one which has greatly perplexed me, and after the best consideration I have been able to devote to the subject, I do not consider that I have a right to say that the city engineer was wrong in his assessment of this property for frontage tax, as laid down by him, and that it is my duty to dismiss this appeal.

Ince v. City of Toronto.

Judgment on appeal by defendants from judgment of Falconbridge, J., for $3,000, in favor of plaintiff in an action by the widow and executrix of Thomas Henry Ince, deceased, for damages. The trial Judge held, inter alia, that the condition of the granolithic sidewalk on Richmond street west, Toronto, where deceased sustained the concussion of the brain from which he died, was caused by the unnecessary slope of the sidewalk which made the gutter lower than it need be, and that the accumulation of ice and snow at the place of the accident was promoted by placing the catch basin on Richmond street instead of Yonge street, and that the evidence showed that numbers of persons had slipped and fallen on the same spot, which was on one of the most frequented thoroughfares of the city, and within easy telephonic communication of the corporation officers. Held, that there was no evidence of negligence or of notice of any specially dangerous condition, at the time of the accident, of the pavement, which was constructed in accordance with the plans of engineer of defendants. Appeal allowed with costs and action dismissed with costs.

Important Decision.

(Under the Ditches and Watercourses Act.)

Judge Ermatinger, Junior Judge of the county of Elgin, has given out his judgment in the appeal on the McAllister Drain award. This was an application of Alex. Sillars to reconsider the award made by Jas. A. Bell, P. L. S., and A. Smith, P. L. S., was called on by the township of Aldborough and made his award. Six of the persons in Dunwich appealed to the judge against the award and a large number of objections were taken and argued on four different occasions, twice in West Lorne and twice in St. Thomas. The fatal objection was that the township of Aldborough had not revoked the appointment of the engineer, who was acting before Mr. Smith, as required by the act, and therefore that Mr. Smith was not properly acting as engineer. The judge, following Turtle vs. township of Euphemia (Meredith J.,) reported on page 34 of the March issue of the WORLD, set aside the award with costs against the township of Aldborough, amounting to $132.80.

Re Township of Dover and Township of Chatham.

Judgment on appeal by the corporation of the Township of Dover from report of the drainage referee made upon appeal to him against the report, plan, profile, specifications, estimates and assessments of the acting engineer of the appellants, made for the repair, improvement and better maintenance of the Dover and Chatham town line drain, and assessing lands and roads in the Township of Dover for the work. The referee, with the consent of the respondents, allowed the assessment against them to the extent of $750, and in other respects allowed their appeal. The main ground upon which the referee founded his report was that the engineer had not exercised an independent judgment. Held, that the engineer exceeded his jurisdiction and his report was invalid. Appeal allowed with costs.

Re McLellan and Corporation of Township of Chinguacousy.

Judgment on appeal by the corporation from award of "official arbitrator," awarding McLellan, the claimant, $250 compensation for the entering upon, taking, using and injuriously affecting his lands, and costs. The claimant's lands are composed of the east halves of lots 2 and 3, in the first concession west of Hurontario street, and the corporation caused to be constructed a ditch across lot 3 from the allowance for road in front of lot 3 to the River Etobicoke. The corporation brought itself by by-law within The Municipal Arbitrations Act. The arbitrator held that this was not a case within The Ditches and Watercourses Act, and that the ditch in question, constructed under the award of the township engineer, affected only the claimant's lands, and was built for the purpose only of carrying the water from the highway to the river, and must be considered properly a work under the provisions of The Municipal Act for which the corporation was liable to make compensation to an owner whose lands were injuriously affected, and that the method of fixing such compensation was by arbitration under The Municipal Arbitrations Act, and on the evidence he awarded damages in the foregoing amount. Held, that the official arbitrator had no jurisdiction. Appeal allowed with costs.

Bollander v. City of Ottawa.

Judgment on appeal by defendants from order of a Divisional Court (30 O. R. 7) setting aside the judgment of MacMahon, J., whereby the action was dismissed, and directing that judgment be entered for plaintiff, an auctioneer in the City of Ottawa, restraining defendants from interfering with plaintiff in the exercise of his calling as an auctioneer in selling upon any of the markets of the City of Ottawa by auction any of the commodities for the sale of which thereon such markets were established. The Court below held that the power to regulate and govern auctioneers conferred on municipal councils by R. S. O., 1887, ch. 184, sec. 495, sub-sec. 2, did not give power to prohibit the exercise of any lawful calling, and that sec. 503, sub-sec. 2, gave no implied power to prevent an auctioneer exercising his calling in the markets. Appeal dismissed with costs.

Jones v. Township of Westminster.

Judgment in action tried at London, brought to recover damages for injuries sustained by plaintiff, who, while riding a bicycle upon a highway in the township, was thrown off his wheel and injured, owing, as is alleged, to the road being out of repair. It appeared in evidence that two or three weeks before the accident the pathmaster of the defendants had constructed a tile drain across the road and in completing it left a small ridge a few inches high, as he usually did in such cases, in order, as he said, to provide for the inevitable packing caused by travel and rain, otherwise a cavity would be formed in the road more dangerous than a slight ridge. Held, upon the whole evidence, that the plaintiff had failed to make out that the road in question had not been kept by defendants in a reasonable state of repair. Action dismissed with costs.

Re Johns and Township of Darlington.—Judgment on motion to quash local option by-law of the township of Darlington, on the ground that, contrary to the published notice of it and to the provisions of The Municipal Act, the by-law was voted upon within and not after one month from the first publication in the newspaper. Order made quashing by-law with costs and directing payment out of court to applicant of amount deposited by him as security for costs.