

client which would in the opinion of the Judge have warranted an order to tax on a special application, the ex parte order will be allowed to stand. (2) The receipt by the advocate from time to time of moneys belonging to his client, does not constitute such special circumstances, nor, although overcharges would, under certain circumstances, constitute such special circumstances, does the mere fact that a commission of 5 per cent. is charged on the collection of a sum of twelve hundred dollars. On the trial of an action on an advocate's bill the trial Judge may, without special circumstances appearing, and notwithstanding the lapse of twelve months from delivery, direct a reference or enquiry as to any disputed items, although no application to tax has previously been made. *McCarthy v. Walker—Re McCarthy* (No. 1). (Scott, J., 1898), p. 346.

SQUATTER.

See WAYS.

STATUTE OF FRAUDS.

See PRINCIPAL AND AGENT.

SUBROGATION.

See LAND TITLES ACT.

SURVIVORSHIP.

See LAND TITLES ACT.

TERRITORIES REAL PROPERTY ACT.

See LAND TITLES ACT.

TRIAL.

See WAYS—MASTER AND SERVANT

VENDOR AND PURCHASER.

See SALE OF LAND.

VERDICT.

Practice—*Jury Verdict*—*Setting aside Misdirection*—*Non-direction*—*Questions to Jury*—*Special or General Verdict*—*Contract*—*Evidence*—*Consensus ad Idem*—*Mistake*.—The terms of a verbal contract were in question. The plaintiff and defendant being the only witnesses on the point, each swore positively to his version of the contract. Counsel for each of the parties at the trial proposed certain questions asking that they be submitted to the jury and objecting to the submission of the questions proposed by the other side. Rouleau, J., submitted both sets of questions, but directed the jury that they were at liberty either to answer the questions and thus give a special verdict or to give a general verdict. The jury gave a general verdict for the plaintiff. On a motion by the defendant to set aside the verdict:—Held, that the question of there being a mistake or no consensus ad idem did not arise, and that the verdict depended on the jury's view of the credibility of the parties, and that, therefore, the verdict should not be disturbed. *Newson v. McLean*. (Rouleau, J., 1893), p. 4.

See MASTER AND SERVANT—CRIMINAL LAW.

WAIVER.

See SALE OF LAND—CONTRACT—BILLS, NOTES AND CHEQUES.

WAYS.

Way—*Highway*—*Trial*—*Dedication*—*Crown Land*—*User*—*Squatter's Right*—*Patent*—*Reservation*—*Estoppel*—*Trial*—*Proper Findings*—*Annual*—*Drawing Inferences of Fact*.—The Edmonton settlement was surveyed by the Dominion Government in 1882. At that time there were numbers of persons in occupation of different parcels of the land forming the settlement. One McDougall was in occupation of the parcel