

Q.B.]

NOTES OF CASES.

[C. L. Ch.]

a demurrer thereto for want of equity was allowed, although the bill prayed, amongst other things, for the appointment of a receiver to get in the assets and wind up the affairs of the company.

QUEEN'S BENCH.

Osler, J.] [Oct. 10.]

IN RE SARNIA AND POINT EDWARD.

Separation of municipalities—Liability for Government drainage—Arbitration—Practice.

Held, that in the case of the separation of part of a township from the main municipality, and its erection into an independent village, the assessment in respect of government drainage is not a matter to be arbitrated upon between the two corporations under the Municipal Act, as being a debt of the township to which the village ought to contribute, the liability of each corporation for its own proportion being fixed by the Ontario Drainage Act.

Seemle, that the papers upon which the rule *nisi* (which was to refer back the award for reconsideration) was granted not being verified, and there being no affidavit as to the facts, would have been a fatal objection to the application.

eld, also, that the by-laws of the municipalities appointing the arbitrators or copiesthereof, and the appointment of an additional arbitrator should also have been filed.

Bethune, Q. C., for applicants.

J. K. Kerr, Q. C., contra.

COMMON LAW CHAMBERS.

LOCK V. TODD.

Mr. Dalton.] [June 13.]

Notice to reply—Order for time to reply—Waiver.

The obtaining of an order for time to reply waives an objection that no notice to reply was served, and takes the place of such notice.

FLAKE V. CLAPP.

Mr. Dalton.] [June 20.]

Juror—Withdrawal of—Determination of case.

The withdrawal of a juror at the trial has

the effect of concluding the suit, and, with it, of determining the whole cause of action.

DAVIDSON V. CAMERON.

Mr. Dalton.] [June 20.]

Foreign judgment—Liquidated amount—Costs.

The plaintiff sued the defendant on a foreign judgment for \$240, and specially endorsed this amount upon the writ of summons. He obtained judgment in default of appearance.

Held, that the foreign judgment was not a liquidated or ascertained amount within the meaning of Revised Statutes, Ontario, chap. 50, sec. 153, and that the plaintiff was entitled to Superior Court costs.

TRUST AND LOAN COMPANY V. JONES.

Mr. Dalton.] [Aug. 27.]

Ejectment—Service—Signing judgment.

The writ in ejectment was served upon the defendant's wife after he had left the country.

An order to sign judgment against the husband was granted in default of appearance.

TAYLOR V. ADAM.

Mr. Dalton.] [Sept. 2.]

Pleading—Trove—Uncertainty.

The plaintiff alleged in one count in trover that the defendant converted to his own use or wrongfully deprived the plaintiff, &c.

Held, over-ruling *Bain v. Mackay*, 5 Practice Reports, 471, that the count is not embarrassing.

DOYLE V. THE OWEN SOUND PRINTING COMPANY.

Mr. Dalton.] [Sept. 11.]

Pleading—Libel—Apology—Payment into Court.

In an action for libel the plea of *not guilty* was held inconsistent with a plea of apology and payment into Court, and was ordered to be struck out.