

assessment, and notifying him that, in the event of non-payment, the policy would be suspended, is not an assessment under s. 130, and non-payment pursuant to the notice does not suspend the operation of the policy. Judgment of MEREDITH, J., affirmed.

*Armour, Q.C., and J. J. Scott, for appellants. G. L. Staunton and W. L. Ross, for respondents.*

From Rose, J.]

WILSON v. BOULTER.

[May 5.

*Master and servant—Workmen's Compensation for Injuries Act—Defect in plant—Damages—Infant—Mother's services and expenditure.*

The infant plaintiff, who was employed in a canning factory, was injured by the explosion of a retort or boiler in which vegetables were being cooked. The cooking was done by steam, which was forced through the boiler, there being an intake pipe and escape pipe, which had to be adjusted by hand, and no safety valve or automatic escape pipe. There was no evidence of the cause of the explosion, and the defendants contended that it was due to a latent defect in the boiler.

*Held*, that it might properly be inferred that the explosion was caused either by the negligence of the person whose duty it was to adjust the escape pipe, or by the absence of the safety valve, and that in either view the defendants were liable. Judgment of ROSE, J., affirmed.

*Held*, also, that the mother of the infant could not recover for her services in attending upon him during his illness, and for moneys expended and liabilities incurred by her for medical attendance, nursing and supplies, she not being in the legal relationship of master to him or under legal liability to maintain him. Judgment of ROSE, J., reversed.

*W. Nesbitt and Glyn Osler, for appellants. Clute, Q.C., for respondents.*

From Falconbridge, J.]

[May 5.

BIGGS v. FREEHOLD LOAN AND SAVINGS COMPANY.

*Mortgage—Sale—Account—Trust—Limitation of actions—Interest—Acceleration clause.*

When a sale is effected under a mortgage made pursuant to the Manitoba Short Forms of Mortgages Act, which, like the Ontario Short Forms of Mortgages Act, provides that the mortgagee shall be possessed of and interested in the moneys to arise from any sale upon trust to pay costs and charges, and the principal and interest of the debt, and upon further trust to pay the surplus, if any, to the mortgagor, the mortgagee becomes an express trustee of the proceeds of sale, and the mortgagor is entitled to bring an action against him for an account, notwithstanding the expiration of six years from the time of sale. Sec. 32 of the Trustee Act, R.S.O., c. 129, does not apply in such a case, because if there is a surplus it is trust money still retained by the trustee. Judgment of FALCONBRIDGE, J., reversed.