

money, and which can be adequately compensated by a small money payment, and the case is one in which it would, I think, be oppressive to defendant to grant an injunction. . . .

Martin v. Price, [1894] 1 Ch. 276, is, I think, distinguishable from the present. . . . See also Jordeson v. Sutton, [1899] 2 Ch. 217.

I assess the damages in favour of plaintiff at \$100. After some hesitation as to giving plaintiff costs, I think that County Court costs without set-off will do justice between the parties. The counterclaim is dismissed without costs.

ANGLIN, J.

MARCH 2ND, 1905.

TRIAL.

GEOGHEGAN v. SYNOD OF NIAGARA.

Church—Clergy Commutation Trust Fund—Canons and By-laws Governing—Construction—Annuitants—"Junior on the Pay List"—Decision of Diocesan Chancellor—Effect of—Award—Acquiescence—Laches.

Action by a clergyman for a declaration that he was entitled to payment of an annuity, in priority to two other clergymen, defendants Gardiner and Spencer, out of the income from the Commutation Trust Fund of the Diocese of Niagara, on the pay list of which these three clergymen had been placed, in the event of such income proving inadequate to pay all three annuitants in full; and for payment of a sum of money, part of such income, which the defendant Synod admittedly held. Defendant Gardiner disclaimed and was not represented at the trial. Defendant Spencer maintained his claim to priority over plaintiff, and the defendant Synod supported that claim.

E. D. Armour, K.C., and J. G. Farmer, Hamilton, for plaintiff.

J. A. Worrell, K.C., and D'Arcy Martin, Hamilton, for the defendant Synod.

T. Hobson, Hamilton, for defendant Spencer.

ANGLIN, J.—The Synod of the Diocese of Niagara was incorporated by 39 Vict. ch. 107 (O.) It acquired, subject to the trusts upon which it had theretofore been held by the