
 REPORTS AND NOTES OF CASES.

 Province of Ontario.

 HIGH COURT OF JUSTICE.

Riddell, J.]

[Nov. 13, 1912.

KELLY v. NEPIGON CONSTRUCTION CO.

Evidence — Written contract—Parol evidence.

Though terms cannot be imported into a written contract to vary it, evidence of circumstances surrounding the making of the contract or contemporaneous with its performance in whole or in part, may be taken into consideration in determining the amount of damages for breach of the contract.

H. Cassels, K.C., for defendants. Glyn Osler, for plaintiffs.

Falconbridge, C.J.K.B., Britton, and
Sutherland, JJ.]

[Nov. 25, 1912.

RICE v. SOCKETT.

Evidence—Expert witnesses, who are.

An "expert" is one who, by experience, has acquired special or peculiar knowledge of the subject of which he undertakes to testify, and it does not matter whether such knowledge has been acquired by study of scientific works or by practical observation.

Potter v. Campbell, 16 U.C.R. 109, and *State v. Davis*, 33 S.E. 449, 55 S.C. 339, referred to.

R. L. McKinnon, for the plaintiff. *C. L. Dunbar*, for the defendant.

Middleton, J.]

RE HUNTER.

[Dec. 11, 1912.

*Execution—Mode and sufficiency of levy—Seizure of cash—
Lien—Trustee Act.*

Held, 1. Where an execution creditor duly placed his execution in the hands of the sheriff, who instead of proceeding re