

**ABILITY TO PAY.**—The Division Courts Act, R. S. O. ch. 63, sec. 191 (e).

"I think it would be a most unfortunate thing if the interpretation should prevail—that the word "ability" is not to be read in the wide sense in which it is said the learned Judge thought it should be read—I would be very sorry if it were the law that a man against whom a judgment has been recovered in a Division Court may say: "I absolutely refuse to pay," and, although he is able-bodied and in a position to earn the money speedily to pay the debt, he may absolutely refuse to do anything to earn it, and I think that in a case of that kind the Judge may well find that he has ability to pay the debt." *Re Kay v. Storey* (1904), 8 O. L. R. 45, 51.

**ABOUT.**—"About" is a relative and ambiguous term, the meaning of which is affected by circumstances, and evidence may be received to shew the intention of the parties in the light of surrounding circumstances. Where the plaintiff was to import from Spain and ship to the defendants at Toronto "about February from Montreal," it was held the word "about" was used to give some latitude and to allow for contingencies of the voyage and land transit to Montreal. February was not meant to be the limit, but "about" gave a margin of delay beyond that month. *Wagner v. Croft*, 1 O. W. N. 1016.

An agreement in writing provided that the contractor should build a house at a cost of "about \$3,500." *Held*, to be a mere expression of judgment and not a warranty or condition limiting its cost to that figure. *McKissock v. Black*, 21 W. L. R. 424; 3 D. L. R. 653.

The defendants were authorized to construct a canal to a point on a river "about, or south of the whirlpool." *Held*, this did not mean "about and south," and did not restrict the defendants to a point less than two and a half miles south of the whirlpool. *Hewson v. Ontario Power Co.* (1904), 8 O. L. R. 88.

**ABROAD.**—A testator by his will provided for the appointment of new trustees if any of the named trustees should die, or go "to reside abroad." *Held*, that residing in the United States was residing abroad. "I cannot accept the view that 'abroad' means 'beyond the seas,' so that he would be abroad if he were in England, and not abroad if he were in the United States. 'Abroad' is simply in foreign parts—and that means any place out of Ontario, whether under the British flag or not." *Re Curran*, 2 O. W. N. 1268.

V. BEYOND THE SEAS.