(O.)—Action to Enforce Payment of Bet—Summary Dismissal—Con. Rule 261—Costs—Discretion. *Harris* v. *Elliott*, 4 O.W.N. 939, 28 O.L.R. 349.—MEREDITH, C.J.C.P.

WAGES.

See Assignments and Preferences, 5—Company, 3—Contract, 24.

WAIVER.

See Contract, 2—Division Courts, 3—Judgment Debtor, 1— Principal and Surety, 1—Vendor and Purchaser, 1, 11, 19, 21—Way, 2—Writ of Summons, 4.

WARRANTY.

See Sale of Goods 2, 4, 5, 6, 7, 11.

WATER AND WATERCOURSES.

- 1. Crown Grant of Land Bounded by Highway Running near Bank of Lake—Encroachment of Water upon Highway and Land beyond—Right of Grantee to Land Covered by Water—Fixed Boundary—Lease by Crown of Land Previously Granted now Covered by Water—Trespass—Riparian Owners—Navigable Waters. Volcanic Oil and Gas Co. v. Chaplin, 4 O.W.N. 517, 27 O.L.R. 484.—D.C.
- 2. Diversion of Surface Water by Adjoining Owner—Trespass— Injunction—Damages — Costs. Walker v. Westington, 4 O.W.N. 136.—Britton, J.
- 3. Floatable River—Boom Company—Services to Lumber Company in Booming Logs—Action to Recover Payment—Implied Contract—Legal Authority—Company Incorporated under Foreign State Laws—Sheer Boom in Canadian Waters—International Boundary Stream—Illegal Possession of Logs Right to Payment for Improvements Sorting of Logs Rendered Necessary by Unlawful Acts of Boom Company—Evidence Onus—Right to Tolls—Unlawful Erections in River—Ashburton Treaty—Act of State Legislature—Ultra Vires Navigation Rights. Rainy Lake River Boom Corporation v. Rainy River Lumber Co., 4 O.W.N. 5, 27 O.L.R. 131.—Mulock, C.J.Ex.D.
- 4. Injury to Mill by Flooding—Unprecedented Spring Freshets
 —Failure to Shew Fault on Part of Defendants—Damages. Seaman v. Sauble Falls Light and Power Co., 4 O. W.N. 217.—MIDDLETON, J.