

INJUNCTION.**Excavating earth from roadway**

No authorization therefor — Injury to plaintiff's access — Damages—Reference. *Taylor v. Gage*, 263.

Interim order — Affidavits—Service.

Tourbin v. Ager, 748.

Interim order—Alleged uuisacce—

Coal sheds—Balance of convenience — Damage not irreparable—Order refused. *Breed v. Rogers*, 864.

Interim order—Principles on which granted—Power of local Judge of High Court—Bona fide dispute as to rights — Balance of convenience—No irreparable loss—Injunction dissolved. *Baldwin v. Chaplin*, 860.

Interim order—Refusal to continue — Breach—Contempt of Court—Ignorance — Costs. *Casey v. Kansas*, 982.

Trespass and cutting of timber on plaintiff's lands—Evidence—Right of successful party to costs—Scale of— Damages. *Field v. Richards*, 606, 987.

INSURANCE.

Guarantee — Honesty of employee— Defalcation — Evidence — Technical defences—Reference. *Reichnitzer v. Employers' Liability Assee. Corp.*, 157.

Life insurance — Certificate payable to two beneficiaries—Death of beneficiary in lifetime of assured—Policy payable to survivor—Ontario Insurance Act—2 Geo. V. c. 33, s. 178, s.s. 7. *Lloyd and A. O. U. W.*, *Re*, 546.

Life insurance—Death of beneficiary — "Surviving children"—R. S. O. 1897, c. 203, ss. 151, 159—1 Edw. VII. c. 21, s. 2, s.s. 7—4 Edw. VII. c. 15, s. 7—Phrase refers to death of testator and not death of beneficiary—Subsequent gift in general language in will ineffective. *Re Jannison*, 391.

Life insurance — Ontario Insurance Act—2 Geo. V. c. 33, s. 178 (7)—Construction of—Application to sole beneficiary. *Re Caiger*, 442.

INTERPLEADER.

Application for — Commission on sale of lands—Rival real estate firms—Possible double liability — Dismissal of motion. *Re Rankin & Winyard*, 63.

Issue directed — Plaintiff therein—Security by claimant—Practice — Leave to appeal. *Pallandt v. Flynn*, 95, 254.

Order of directions — Claimant made plaintiff — Dismissal of appeal. *Laidlaw Lumber Co. v. Cawson*, 978.

INTOXICATING LIQUORS.

Liquor License Act—Conviction for selling without license—Motion to quash — Notice of trial — Conviction in absence of accused—Service of notice of appeal—Severity of sentence. *Re v. Gil-mour*, 977.

Local option by-law — Motion to quash—Passage within one month of publication — Deputy Returning Officer strong advocate of by-law — Illiterate voter—Blind voter — Omission to take declaration—Consolidated Municipal Act, ss. 171, 204—Voters' list—Certificate of County Judge as to—Refusal to go behind—Costs. *Re North Gower Local Option By-law*, 489.

JUDGMENT.

Attaching order — Unpaid costs of solicitors—Cheque drawn on bank in favour of client—Lien on—Order refused as against bank. *Davis & Korn, Re*, 612.

Consent judgment—Division among beneficiaries—Right of step-children to share under Workmen's Compensation Act—Principle of division — Pecuniary loss sustained—Amount allowed for maintenance—Scheme of. *Brown v. Grand Trunk Rv. Co.*, 255.

Lands in name of debtor's wife—Evidence—Debtor found to have interest in—Judgment for payment or sale. *Macdonald, John, & Co., Ltd. v. Henry E. Teasdale and Helena Augusta Kate Teasdale*, 534.

Minutes of settling. *Wiley v. Trusts and Guarantee Co.*, 69.

Motion for—Default in delivery of statement of defence—Default—Deliberate—Prejudice to plaintiff — Judgment granted. *Pherill v. Henderson*, 819.

Motion for, on report of Referee — Appeal from findings of Referee — Reduction in amount awarded—Dismissal of appeal. *Gibson v. Carter*, 821, 989.

Motion to re-open—No appearance through inadvertence — Prima facie defence—Terms—Payment into Courts — Costs. *Union Bank v. Toronto Pressed Steel Co.*, 158.