

ter said that the writ should be amended so as to conform with the judgment of the Appellate Division, and made an order accordingly, and dismissing the defendant's motion. A. J. Russell Snow, K.C., for the defendant. A. B. Cunningham, for the plaintiffs.

McCAMMON V. WESTPORT MANUFACTURING AND PLATING CO.
LIMITED—LENNOX, J.—AUGUST 14.

Company—Winding-up—Action by Liquidator to Recover Chattels—Evidence—Sale—Costs.]—Action by the liquidator of a company to recover possession of certain machinery in order that it might be disposed of in the winding-up of the company. The action was tried without a jury. The learned Judge said that the evidence left the facts in a very hazy condition—there was nothing to shew that the company ever sanctioned a sale. He was not satisfied that the plaintiff had made out a case; but there were considerations which justified him in relieving the plaintiff from liability for costs. Action dismissed without costs. J. A. Hutcheson, K.C., for the plaintiff. A. E. Fripp, K.C., for the defendants.

REYNOLDS V. CITY OF WINDSOR—LENNOX, J.—AUGUST 14.

Nuisance—Peculiar Damage—Abatement since Trial of Action—Damages—Costs.]—Action for damages and an injunction in respect of a nuisance. Trial without a jury at Sandwich. The learned Judge finds that the obstruction complained of was not placed in the course of roadmaking, but was primarily a refuse-heap or dump-heap. In places it encroached slightly upon the plaintiff's land, and there were a few heaps well in upon it, which came from the same source. The manner in which the material was dumped and the character of the material constituted a nuisance; and the plaintiff suffered from it in a way and to a degree beyond others in the locality—he suffered special and peculiar damage. There was no justification now for heavy damages, a remedy having been applied by the defendants. The postponement of the plaintiff's marriage was not an element which could be taken into account in assessing the damages. At the time of the trial there was ground for substantial damages or an injunction with damages, and the question of costs was