

UPPER ONTARIO STEAMBOAT CO. v. CAHILL—MEREDITH, C.J.C.P.
—APRIL 15.

Reference for Trial—Report—Motion for Judgment—Practice—Costs.]—By order of the Court the action was referred for trial to a District Court Judge, as special Referee, under sec. 121 (b) of the Judicature Act, and the costs of the application and order were reserved. The Referee made his report finding that there was due by the defendants to the plaintiffs \$280.45, and awarding the plaintiffs costs of the action on the High Court scale, and finding also that nothing was due by the plaintiffs to the defendants in respect of their counterclaim. Upon motion by the plaintiffs for judgment in accordance with the report and for the costs reserved by the order of reference, it was held that the course pursued by the plaintiffs of moving for judgment was in accordance with the practice; and judgment was granted for the plaintiffs for the amount found due to them with costs on the High Court scale, including the costs of the order of reference, and dismissing the defendants' counterclaim. H. W. A. Foster, for the plaintiffs. No one for the defendants.

McKNIGHT v. ROBERTSON—DIVISIONAL COURT—APRIL 15.

Contract—Construction of—Payments Made under.]—The order of the Divisional Court, ante 469, was varied by the Court, and as varied is as follows. Appeal allowed with costs up to and inclusive of the trial and of the appeal, and the judgment below varied so as to provide for a reference to the Master to ascertain what sums of money should have been paid to the plaintiff as reasonable for his care during his illness for the period covered by the claims mentioned in the plaintiff's statement of claim, and that for such sums as may be found by the said Master the plaintiff should have judgment against the defendant, inclusive of the costs of the reference. E. Meek, K.C., for the plaintiff. G. Lynch-Staunton, K.C., for the defendant.

DYMENT v. HOWELL—BRITTON, J.—APRIL 18.

Mortgage—Security for Maintenance—Lease of Farm.]—Action to enforce a mortgage made by Daniel Dymont, now deceased, upon land in the township of Ancaster, to secure the carrying out of an agreement for the maintenance of the deceased's father and mother. Daniel and his father both died in 1904.