

material upon any of the property taken by them or on their behalf in their character as members of the Toronto Housing Commission, and from letting any contracts or making any agreements with any one for these works, and similarly restraining the defendant corporation from paying over any moneys or signing any cheques or otherwise incurring any liability on behalf of the municipal council in connection with the erection of houses on the said lands.

The motion was heard in the Weekly Court, Toronto.

W. A. McMaster, for the plaintiff.

G. R. Geary, K.C., for the defendant city corporation.

G. H. Kilmer, K.C., and A. L. Malone, for the other defendants.

KELLY, J., in a written judgment, said that, for the reasons stated in deciding the motion in the previous case, the motion should be refused. Costs in the cause unless the trial Judge should otherwise order.

SELBY v. KELLY—SUTHERLAND, J.—JULY 30.

Promissory Notes — Action upon — Evidence — Finding that Moneys Advanced and Defendant Indebted—Counterclaim—Damages for Preventing Sale of Hotel Property—Failure on Evidence.—Action upon two promissory notes signed by the defendant, each for \$1,000 and interest, dated respectively the 1st and 15th June, 1917, and payable four months after date. The defendant, by way of counterclaim, asked for damages against the plaintiff for preventing her from disposing of an hotel property. The action and counterclaim were tried without a jury at Kingston. KELLY, J., in a written judgment, said, after stating the facts, that, upon the evidence, he had no doubt that, some little time before the date of either of the notes, the plaintiff advanced the \$2,000 for which the notes were given, and that the defendant was indebted to him to the amount of the notes. The learned Judge was unable, upon the evidence, to find that the plaintiff interfered with the attempts of the defendant to sell the hotel property. There should be judgment for the plaintiff for the amount of the notes with interest and costs, and the counterclaim should be dismissed with costs. A. B. Cunningham, for the plaintiff. A. Cohen, for the defendant.