

creditors and to have stipulated for no extended time for payment.

The arbitration contemplated is an arbitration to determine whether the grantees have lived up to their obligation before the grantors forfeit the rights given. It is not an arbitration as to an admitted debt.

The last affidavit filed suggests a credit not given of less than \$1,200. The judgment should be reduced by this amount and there should be a reference to the Master at Guelph to ascertain whether there is on the part of the defendants the right to credit upon the amount of the claim for any of the sums mentioned and to ascertain the true amount due. This judgment should provide for payment of the amount ascertained (over the amount for which the judgment now stands) forthwith after the making of the report. The Master will deal with the costs of the reference. The plaintiffs must have the costs of the appeals.

FIRST APPELLATE DIVISION.

JUNE 8TH, 1914.

FIELDING v. HAMILTON & DUNDAS STREET
Rw. CO.

6 O. W. N. 474.

Street Railway — Passenger on "Through" Car—Refusal to Stop Car to Set down Passenger at Intermediate Point—Action for Breach of Contract — Act of Incorporation of Defendant Company, 39 Vict. (O.) ch. 87, secs. 8, 13—Agreement with City Corporation—By-law—Ontario Railway Act, 3 & 4 Geo. V. ch. 36, secs. 54, 105, 161—Ontario Railway and Municipal Board—Right of Company to Operate "Through" Cars.

SUP. CT. ONT. (1st App. Div.) *held*, that an Ontario street railway company can run cars from one point on its line to another without making any intermediate stops, in the absence of regulations to the contrary by the Ontario Railway and Municipal Board or by the Act of Incorporation or by any agreement between the railway company and the municipalities through which its line passes.

Appeal by the plaintiff from judgment of the Senior Judge of Wentworth County Court, dated 20th March, 1914, after the trial of the action before him sitting with a jury on the 6th of that month. The action was brought to recover damages for the breach of an alleged agreement between the appellant and the defendant company to carry her on the company's railway.