

the defendant's son by the plaintiff for 12 years, or damages for deprivation of the boy's services, the defendant having taken the boy back after he had become useful to the plaintiff.

The action was tried without a jury at Chatham.

R. L. Brackin, for the plaintiff.

J. H. Rodd, for the defendant.

THE CHANCELLOR delivered a considered judgment, in which he said that the defendant in 1902 brought his son, then about two years old, to be taken care of by the plaintiff; the plaintiff was willing to keep the child for a year or so without pay; but, apart from that, the expressed agreement was, that the plaintiff should have the benefit of the work and services of the boy as advancing age enabled him to render such services. The boy stayed with the plaintiff till about the beginning of 1915, when the defendant took him away. The conclusion from the evidence was, that the care and maintenance of the boy for all these years was not intended to be and was not understood to be on a gratuitous basis. The intervention of the defendant disturbed and ended the engagement; and, in the circumstances, there was an implied contract to pay a quantum meruit.

The learned Chancellor referred to and distinguished *Farrell v. Wilton* (1893), 3 Terr. L.R. 232. He referred also to *Hughes v. Rees* (1884), 10 P.R. 301; *Griffith v. Paterson* (1873), 20 Gr. 615, 618; *Urmston v. Newcomen* (1836), 4 A. & E. 899; 29 Cyc. 1611; *Wright v. McCabe* (1899), 30 O.R. 390; *Halsbury's Laws of England*, vol. 17, p. 116; *Eversley on Domestic Relations*, 3rd ed., p. 539.

The law appears to be in an unsettled state; but the Chancellor favours the view that the plaintiff is entitled to recover.

Judgment for the plaintiff for \$500 and costs on the lower scale without set-off.

MEREDITH, C.J.C.P.

NOVEMBER 29TH, 1915.

*SHEWFELT v. TOWNSHIP OF KINCARDINE.

Security—Fidelity-bond — Municipal Treasurer — Action for Cancellation of Bond after Resignation of Treasurer, Audit, and Payment—Right of Municipality to Retain Bond—Possibility of Something Remaining Due—Validity of Bond—Rights of Sureties.

Action by a former treasurer of the defendant municipality and his sureties to compel the defendant municipality to cancel