

for water power, set off and more than set off by the charge of \$156 for the energy supplied, and that this was to continue until some more satisfactory arrangement with the electric light company could be negotiated; and the accounts must be taken upon that basis. The result was, that the account was practically balanced, apart from a sum due by the paper company to the light company in respect of damage done by flooding land—admittedly not a claim against the receiver and not entitled to priority over the debenture claim. The substantial claim failed; and the issue should be decided in favour of the receiver, with costs to be set off pro tanto against two small claims understood to be undisputed. W. M. Douglas, K.C., and H. W. Mickle, for the claimant company. J. H. Moss, K.C., for the receiver.

RE TAYLOR—SUTHERLAND, J., IN CHAMBERS—OCT. 21.

Lunatic—Application for Appointment of Committee—Refusal as Unnecessary.—Application by the executors of E. Taylor, deceased, for an order appointing a committee of the estate of Mary Taylor, who had an interest in the estate in the hands of the applicants, and was said to be of unsound mind. SUTHERLAND, J., said that the material filed was contradictory, and he was not convinced that there was any need at present for an order. Motion refused, with costs fixed at \$35. L. R. Knight, for the applicants. G. H. Hopkins, K.C., for others interested.

SILVERMAN v. WHITE—BRITTON, J.—OCT. 21.

Damages—Trespass—Conversion — Removal of Buildings from Mining Claim—Title to Buildings—Bill of Sale—“Plant” —Liability of Wrongdoer for Acts of Servants—Assessment of Damages—Costs.—Action to recover \$5,000 damages for the removal and conversion by the defendants of the buildings, plant, machinery, and other chattel property, upon a certain mining claim called the “Triumph.” The action was tried without a jury at Kenora. The learned Judge finds that the defendant White, who was the owner of another claim not far from the “Triumph”—without wrongful intent, but intending to buy and pay for property which was for sale—went upon the “Triumph” claim, which had not been worked for some years, tore down what remained of the buildings, and removed the material to his own claim. The plaintiff purchased for \$150