

VEXATIOUS PROCEEDINGS.

Application to Stay Action as Frivolous and Vexatious—Former Litigation—Claims not Identical—Banker and Customer—Accounts—Judgment—Res Adjudicata—Fraud—Rule 523—Right to Impeach Judgment in Subsequent Action—Dismissal of Actions for Non-compliance with Orders for Security for Costs—Not a Bar to Subsequent Action for same Cause—Leave to Proceed—Payment of Costs of Former Actions—Set-off. *Smith v. Merchants Bank of Canada*, 13 O.W.N. 31, 40 O.L.R. 309.—APP. DIV.

VOLUNTARY CONVEYANCE.

See Gift, 3.

WAGERING CONTRACT.

See Contract, 3.

WAGES.

See Sale of Goods, 2.

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See Contract, 19, 22—Husband and Wife, 2—Insurance, 5, 6—Municipal Corporations, 6—Railway, 2—Sale of Goods, 4.

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WATER.

1. Erection of Dam in River—Injury to Land by Flooding—Liability of Company Controlling and Operating Dam—Damages—Costs. *Girton v. Ontario and Minnesota Power Co. Limited*, 13 O.W.N. 446.—KELLY, J.

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