

moneys advanced by B. and liable to the latter for their repayment.

Appeal dismissed with costs.

Tilley, K.C., and H. S. White, for appellant; McCullough, for respondent.

Bd. of Rway. Commrs.]

[June 24.

INGERSOLL TELEPHONE CO. v. BELL TELEPHONE CO.

*Railway Board—Powers—Railway Act and Amendments—Bell Telephone Co.—Use of Long Distance Lines—Compensation—Loss of Local Business—Competing Companies—Special Toll.*

Under the provisions of the Railway Act and its amendments by 7 & 8 Edw. VII., ch. 61, the Railway Board had power to authorize a charge in addition to the established rates of the Bell Telephone Co. as compensation for the use of its long distance lines. Idington, J., contra.

By said Acts the Board is authorized to provide compensation to the Bell Telephone Co. for loss in its local exchange business occasioned by giving independent companies long distance connection. Davies and Idington, JJ., contra.

The Board has power also to authorize payment of a special rate by companies competing with the Bell Co. who obtain long distance connection though non-competing companies are not subjected thereto. Idington, J., contra.

Appeal dismissed with costs.

Gamble, K.C., for appellants; Cowan, K.C., and Hoyles for the respondents.

Ont.]

DORAN v. MCKINNON.

[June 24.

*Contract—Purchase of Bonds—Statute of Frauds—Memorandum in Writing—Correspondence—Relation of Documents—Parol Evidence.*

In an action against D. claiming damages for breach of contract to purchase bonds, a telegram from D. to his partner was produced saying, "I absolutely bought them yesterday after our 'phone conversation they agreeing to our terms."

Held, that parol evidence was properly received to shew that terms had been stated by D. over his signature, that they