the clerk gave a casting vote in favour of the by-law, and it was then finally passed by the council. There was no resolution passed by the council designating the paper in which the notice was published, but the paper was the one usually employed for such purposes, and the account rendered therefor was passed, and paid by the council.

Held, following the judgment of PROUDFOOT, J., in *Canada Atlantic* v. *Corporation of Ottawa*, that under sec. 559, sub-sec. 4 of Mun. Act, R. S. O. ch. 174 (sec. 628 of Act of 1883), a grant by way of bonus may be made to a Dominion railway.

Held, also, that the promulgation of a by-law, though validating any defect in the form of or substance of the by-law, does not affect a matter not within the proper competency of the council to ordain; and, therefore, would not apply to cure the defect of the council in finally passing a by-law which had not received as required a majority of the votes of the electors; but *held*, there was a majority in this case, as the clerk had the right to give the casting vote.

Held, also, the advertisement was sufficient.

It was objected that the work had not been performed, and that a certificate to that effect, given by the engineer, was untrue; but

Held, that not only did the evidence not sustain the objection; but that the question was for the engineer, and he had given his certificate.

McCarthy, Q.C., and *Chrysler*, for the plaintiffs.

Maclennan, Q.C., for the defendants.

PRACTICE.

Mr. Dalton, Q.C.] [February 26.

TATE v. THE GLOBE PRINTING CO.

Examination of party—Pleading—Libel—Rule 285, O. J. A.

In an action of libel charging the publication in a newspaper of a report of, and editorial comments upon, the trial of the plaintiff for the abduction of a girl, K., an order was made, under Rule 285, O. J. A., for the examination of the plaintiff before delivery of defence, in order to enable the defendants to frame their defence. The examination was limited to the damages claimed by the plaintiff, and his conduct with and towards K.

Osler, Q.C., for defendants.

Murray (Brampton), for the plaintiff.

O'Connor, J.] [March 2.

RE GORDON v. O'BRIEN.

Prohibition—Division Court—Splitting amount to give jurisdiction—R. S. O. ch. 47, sec. 59—Ascertainment of amount.

The defendant rented certain premises from the plaintiff for a year, agreeing, in writing, to pay monthly $125 therefor. When the rent had become four months in arrear the plaintiff entered three plaints in a Division Court against the defendant, each for a month's rent, $125.

Held, that the sums claimed in the three plaints were payable under the one contract, and would have been included in one count in the old system of pleading, and therefore that the division into three was improper under R. S. O. ch. 47, sec. 59.

Held, also, that the defendant's signature to the memo. of lease could not be construed as ascertaining the amounts claimed in the plaints; and prohibition was ordered.

Woods, Q.C., for the defendant.

Idington, Q.C., for the plaintiff.

Mr. Dalton, Q.C.] [March 2.

GONEE v. LEITCH.

Changing venue—Cross actions—Balance of convenience.

The plaintiff herein having laid the venue in Toronto, the defendant brought a cross action laying the venue at London. The two actions were consolidated by order in Chambers.

Held, that both parties being in the position of plaintiffs, the rule as to the plaintiff's right to lay the venue where he chose could not be applied, and the only question was whether London or Toronto was the more convenient place for both parties; and the balance of convenience being in favour of London the place of trial was changed accordingly.

W. H. P. Clement, for defendant.

Kappele, for plaintiff.