

Street, J.]

RE CURRY.

[June 14.

*Evidence—Corroborative evidence—Interested party—R.S.O., c. 73, s. 10.*

In an action by or against the representatives of a deceased person, the corroborative evidence required by R.S.O., c. 73, s. 10, may be found in the other facts adduced in the case, raising a natural and reasonable inference in support of the evidence whereof corroboration is required.

*Semble*, also, corroborative evidence within the meaning of that section may be given by an interested party so long as he is not the party obtaining the decision.

*Fleming and J. H. Moss* for A. A. Curry and executor of Cora Curry. *W. Nesbitt, Q.C.*, and *Ellis* for administrator of Emma Gien. *S. H. Blake, Q.C.*, and *Sutherland* for executor of J. R. Curry.

Boyd, C.] TOWN OF WHITBY v. GRAND TRUNK RAILWAY. [June 21.

*Railways—Bond of provisional directors—Consideration of bonus—Conditions—Liability to perform after amalgamation with other company.*

The P. W. & P. P. R. W. Co. by the bond of its provisional directors in consideration of a bonus in aid of the Company agreed "to erect and maintain during the operation of the railway in the said town (Whitby) workshops. The Company after certain changes of name amalgamated with other companies and formed a larger one called the M.R.W. Co., which latter company ceased to so maintain the workshops. The M.R.W. Co. subsequently amalgamated with and become part of the G.T. R.W. Co. (the defendants).

*Held*, 1. The bond of provisional directors of the P.W. and P.P.R.W. Co. was a corporate one binding on its successors and by consequence on the defendants who had acquired the road.

2. The road though it formed part of a larger railway connection represented by the defendants was still in operation, and as the contract was to maintain the workshops during the operation of the railway, it remained a binding engagement; and a reference to ascertain the damages, if any, for the breach of the covenant, was directed.

*Aylesworth, Q.C.*, for plaintiffs. *Walter Cassels, Q.C.*, for defendants.

Meredith, C.J., Rose, J., MacMahon, J.]

[June 27.

EBV v. MCTAVISH.

*Bill of sale and chattel mortgage—Hire receipt—Transfer of rights under—Conditional sale of chattels—R.S.O., c. 148—Ib. c. 149.*

The purchaser of a piano under a hire receipt, by which on his completing certain payments on account, the property was to pass to him, but in the meanwhile to remain in the vendors, before he had paid the required sum, agreed with his wife that she should purchase his interest and pay the balance due the vendors. There was no bill of sale registered nor such change of possession as required by R.S.O., c. 148.