

From Boyd, C.]

DAW v. ACKERILL.

[Jan. 11.

Church—Incumbent's salary—Liability of churchwardens.

The churchwardens of an Anglican congregation which had adopted the free pew system, and in which the only revenue is derived from the voluntary contributions of the members, are not liable to the incumbent for the payment of his salary except to the extent of contributions received by them for that purpose. Judgment of BOYD, C., 28 O.R. 452; 33 C.L.J. 73, affirmed.

Clute, Q.C., for appellant. S. Masson, for respondents.

From Divl. Court] KERVIN v. CANADIAN COTTON MILLS CO.

[Jan. 11.

Negligence—Evidence—Master and servant.

This was an appeal by the defendants from the judgment of a Divisional Court reported 28 O. R. 73, and was argued before BURTON, C.J.O., OSLER and MACLENNAN, J.J.A., and FALCONBRIDGE, J., on the 10th of June, 1897.

OSLER, J.A., and FALCONBRIDGE, J., were of opinion, agreeing with the majority in the Divisional Court, that there was evidence from which it might properly be inferred that the accident was caused by the negligence of the defendants.

BURTON, C.J.O., and MACLENNAN, J.A., were of opinion that the evidence was equally consistent with the theory that the deceased's own carelessness caused his death.

Appeal was dismissed with costs.

McCarthy, Q.C., and R. A. Pringle, for appellants. Aylesworth, Q.C., for respondent.

From Rose, J.]

HESSELBACHER v. BALLANTYNE.

[Jan. 11.

Sale of goods—Contract—Loss of good.

This was an appeal by the plaintiff from the judgment of Rose, J., reported 28 O.R. 182; 33 C.L.J. 73, and was argued before BURTON, C.J.O., OSLER and MACLENNAN, J.J.A., on the 17th and 20th of September, 1897.

Appeal dismissed with costs, the court holding that, on the evidence, the plaintiff had accepted and taken possession of the logs, and not dealing with the point upon which the case turned in the court below.

Aylesworth, Q.C., for appellant. W. M. Douglas, for respondent.

From Boyd, C.] MAIL PRINTING COMPANY v. CLARKSON.

[Jan. 11.

Assignments and preferences—Contingent claim—Advertising contract.

Where an estate is being administered under the Assignments and Preferences Act, R.S.O. ch. 124, claims depending upon a contingency cannot rank, but only debts strictly so called. An advertising contract gave the advertiser in consideration of the sum of \$1,000 the right to use certain advertising space in a newspaper at any time within twelve months, the advertiser agreeing to pay at the end of each month for the space used in that month and at the