

tion of that clause. He also found that the plaintiffs were not, on the 9th May, 1905, in default in maintaining the system so as to give reasonably the best results for fire purposes; and that there was on the part of the plaintiffs a substantial compliance with the contract. Judgments for the plaintiffs in all three actions, with costs, and counterclaims dismissed with costs. G. H. Watson, K.C., and J. A. Stewart for the plaintiffs. G. F. Henderson, K.C., and J. A. Hutcheson, K.C., for the defendants.

---

REX V. HARRAN—KELLY, J., IN CHAMBERS—JUNE 17.

*Appeal—Leave to Appeal from Order Refusing to Quash Conviction.*]—Motion by the defendant for leave to appeal from the order of MIDDLETON, J., ante 1107. Motion refused with costs. G. P. Deacon, for the defendant. D. L. McCarthy, K.C., for the prosecutor.

---

O'HEARN V. RICHARDSON—DIVISIONAL COURT—JUNE 17.

*Vendor and Purchaser—Contract for Sale of Land—Default by Purchaser—Time made of Essence—Termination of Contract—Absence of Fraud or Waiver.*]—Appeal by the plaintiff from the judgment of SUTHERLAND, J., ante 945. The appeal was heard by MEREDITH, C.J.C.P., TEETZEL and KELLY, JJ. The Court, being of opinion that the case was governed by *Labelle v. O'Connor*, 15 O.L.R. 528, dismissed the appeal with costs; giving the plaintiff leave to appeal to the Court of Appeal. J. E. Day, for the plaintiff. J. W. Mitchell, for the defendant.

---

JEWER V. THOMPSON—DIVISIONAL COURT—JUNE 18.

*Vendor and Purchaser—Contract for Sale of Land—Objections to Title—Right of Way—Admission by Vendor of Validity of Objections—Termination of Contract—Registration—Discharge.*]—Appeal by the defendant from the judgment of BRITTON, J., ante 1122. The appeal was heard by MEREDITH, C.J.C.P., TEETZEL and KELLY, JJ. The Court dismissed the appeal with costs. J. J. Maclellan, for the defendant. F. E. Hodgins, K.C., for the plaintiffs.