

ROYAL BANK OF CANADA V. CARMICHAEL—LENNOX, J.—
JUNE 29.

Costs—Defence to Action Withdrawn when Action Came on for Trial—Disposition of Costs by Trial Judge—Consolidation of Actions—Interlocutory Costs.—The plaintiffs brought five actions against the defendant Carmichael, in each of four of which there was another defendant. The four actions were consolidated, and the consolidated action came down for trial before LENNOX, J., without a jury, at Port Arthur, on the 31st May, 1920, when the defendant Carmichael withdrew his defence to the consolidated action, and judgment was pronounced in favour of the plaintiffs against Carmichael for the several sums claimed and interest, the question of the costs of the actions and certain interlocutory costs left to be disposed of by the trial Judge being reserved. The learned Judge now disposed of the costs by directing that the defendant Carmichael pay the ordinary party and party costs in the several actions so far as they proceeded separately and all costs of and subsequent to the order made by KELLY, J., on the 16th March, 1920. The fee to counsel for the plaintiffs for attending Court on the 31st May was fixed at \$80. All costs reserved to be dealt with by the trial Judge to be paid by Carmichael. J. A. Kenney, for the plaintiffs. H. P. Cooke, for the defendant Carmichael.

BROWN V. UNITED GAS COMPANIES LIMITED—LATCHFORD, J.—
JUNE 30.

Contract—Supply of Natural Gas—Provisions of Lease Incorporated in Agreement—Stipulation for Annual Payment in Respect of Easement—Breach of Agreement—Damages—Costs.—Action to compel the defendants to restore the pipe-line and meter for the supply of natural gas to the plaintiff's premises, or for damages for breach of the defendants' agreement with the plaintiff, and for other relief. The action was tried without a jury at Welland. LATCHFORD, J., in a written judgment, said, after stating the facts, that such of the provisions of a certain lease to one Fowler as were inconsistent with the agreement with the plaintiff remained in force by virtue of the incorporation of them in the agreement. Liability continued for an annual rent as long as the pipe-line crossed the plaintiff's land. Liability to furnish the plaintiff with gas to the extent stated in the agreement also continued. There was an added liability to protect the plaintiff against damages in certain events. The clause of the agreement providing that,