

Traction engine—Contract of sale—Warranties—Verbal representations not binding on vendors—Complaint to be made in five days—Non-fulfilment of warranties—Neglect to complain—Binding force of contract—Neglect to read same no excuse—Action for purchase price.]—Falconbridge, C.J.K.B., held, that where a contract for the sale of a traction engine provided that any complaint was to be made to the vendors within five days from the operation thereof, failing which the warranties in the contract were to be considered as fulfilled, and the engine did not fulfil the warranties but no complaint was made, that the purchaser was estopped from complaint by his contract. *George White & Sons Co. v. Hobbs* (1913), 25 O. W. R. 597; 5 O. W. N. 659.

Wheat stored in elevator—Loss by fire—Draft with delivery note attached unpaid—Specific goods not separated—Storage charges paid by purchaser—Delivery at his convenience—Insurance—Property held not to pass.]—Middleton, J., held, that where certain wheat was sold to defendants but remained unseparated in an elevator in Meaford awaiting defendants' delivery orders, they paying storage charges, and a draft with delivery note attached had been sent to defendants but remained unpaid for their convenience, that plaintiffs must bear the loss by reason of the destruction of such wheat in its elevator. *Graham v. Laird*, 20 O. L. R. 11, followed. —*Inglis v. Richardson*, 29 O. R. 292, distinguished. *Richardson v. Georgian Bay Milling and Power Co.* (1913), 25 O. W. R. 441; 5 O. W. N. 539.

SOLICITORS.

Action for bill of costs—Services performed for wife of defendant—Guarantee not proven—Liability of husband—Dismissal of action.]—Middleton, J., dismissed an action brought by a solicitor upon a bill of costs as rendered, holding that the services were performed for the wife of the defendant and no guarantee by the defendant had been proven. *Beck v. Lang* (1913), 25 O. W. R. 843; 5 O. W. N. 900.

Application for accounting—Retention of clients' moneys in satisfaction of costs—Non-delivery of bills of costs—Lapse of fifteen years—Alleged negligence—Statute of Limitations—Vexatious application.]—Middleton, J., dismissed an application of a client for an accounting of moneys received by soli-

citors over fifteen years before, and for delivery of a bill of costs where it appeared that the applicant had been treated with generosity and the application was patently vexatious. *Re Solicitors* (1913), 25 O. W. R. 619; 5 O. W. N. 671.

STREET RAILWAY.

Breach of contract—Notice—Forfeiture of franchise rights—Jurisdiction of Dominion Railway Board—Jurisdiction of Supreme Court of Ontario—Dominion Railway Act—R. S. C. 1906, c. 37, s. 26a—B. N. A. Act, s. 92 (13) (14); s. 101—Appeal.]—Meredith, C.J.C.P., held, in an action brought by the city of Brantford, that certain street railway companies operating therein had forfeited their franchises by reason of breaches of their agreement with the city and failure to remedy the same after due notice.—Sup. Ct. Ont. (2nd App. Div.) held, that the jurisdiction conferred upon the Dom. R.W. Board by R. S. C. (1906) c. 37, s. 26 (a) to interpret agreements did not oust the jurisdiction of the civil Courts. — Appeal dismissed with costs. *Brantford v. Grand Valley R.W. Co.* (1913), 25 O. W. R. 545; 5 O. W. N. 583.

TRESPASS TO LANDS.

Railway—Injury to lands by blasting—Trespass—Personal loss and inconvenience—Quantum—Agreement as to damages—Admissions of counsel—Tenant—Costs—County Court—No set-off.]—Falconbridge, C.J.K.B., awarded the plaintiffs \$400 and \$250 respectively in actions brought against a railway company for trespass and injury to lands and buildings by reason of blasting operations as well as personal loss and inconvenience suffered by reason of such blasting.—County Court costs—no set-off. *Thomas H. and Patrick Laveck v. Campbellford Lake Ontario and Western R.W. Co.* (1913), 25 O. W. R. 867; 5 O. W. N. 925.

Trifling claim—Counterclaim—Fence—Right of way—Injunction—Damages.]—Falconbridge, C.J.K.B., 25 O. W. R. 572; 5 O. W. N. 654, dismissed plaintiff's action for trespass to lands and gave judgment in favour of defendant on his counterclaim for an injunction and damages. Sup. Ct. Ont. (2nd App. Div.) varied the judgment below by striking out paragraphs 2, 3, and 4 thereof, and