

follow the example of the Court of Appeal in refusing to disturb a decision in the Exchequer Court.

Earlier and later American cases commented on and contrasted.

Judgment of the County Court of the County of York varied.

*Cassels*, Q.C., and *Du Vernet* for the appeal. *Aylesworth*, Q.C., and *Hilton*, contra.

Boyd, C., Robertson, J., Falconbridge, J.]

[July 4.

ROBERTS v. TAYLOR.

*Factories' Act—Child labor—Accident—R.S.O., c. 256, ss. 5, 7, 8, 9.*

Held, that the employment of a child under 14 years of age in a factory at work other than of the kinds specified in section 5 of the Factories' Act, R.S.O., c. 256, as proper for children, though it subjects the employer to a penalty, does not give rise to an action for damages unless there be evidence to connect the violation of the Factories' Act with the accident.

*Wilkie*, for plaintiff. *McKay*, for defendants.

MacMahon, J.]

MEEK v. PARSONS.

[July 5.

*Free grant and homestead lands—Alienation—Indirect—By agreement—Restraint on alienation—Crown grantor—Mistake of title—Violation of statute—R.S.O. (1887), c. 25.*

One object of the Free Grants and Homestead Act, R.S.O. (1887), c. 25, is to conserve the interest of a wife from being sacrificed by a husband, and alienation of free grant land by the locatee before the issue of the patent being prohibited by the statute cannot be accomplished indirectly by entering into an agreement to complete the settlement duties and after the patent is issued to convey.

The doctrine that when the fee is in the grantee there can be no restraint upon alienation does not apply when the grant is from the Crown.

There could be no mistake of title where the contract of sale was obtained from a locatee in the face of and in direct violation of an express statutory provision.

*F. H. Keefer*, for plaintiff. *F. R. Morris*, for defendant.

Meredith, C.J.]

[July 14.

IN RE CONFEDERATION LIFE ASSOCIATION AND CORDINGLY.

*Interpleader—Summary application—Rule 1103 (a)—Insurance moneys—Adverse claims—Foreign claimants—Notice of motion—Service out of jurisdiction—Rule 162 (3).*

Certain moneys were payable by an insurance company under several life policies in favor of the assured, his executors, administrators or