

defendants was not sufficient in view of the fact that the jury stated that they had not considered the material question, namely, the charge of personal dishonesty; for these reasons a new trial was properly granted.

*Haegel, Q.C.*, for the appellant.

*Ewart, Q.C.*, for the respondent.

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Ontario.]

ATTORNEY GENERAL OF ONTARIO v. THE VAUGHAN ROAD COMPANY.

*Statute—Application of—R. S. O. (1887) c. 159—53 V., c. 42—Application to Company incorporated by special charter—Collection of tolls—Maintenance of road—Injunction.*

The provisions of the general Road Companies Act of Ontario (R. S. O. (1887), c. 159, as amended by 53 V., c. 42), relating to tolls and repair of roads, apply to a company incorporated by special acts, and on the report of an engineer, as provided by the General Act, that the road of such company is out of repair, it may be restrained from collecting tolls until such repairs have been made.

Judgment of the Court of Appeal on motion for interim injunction (19 Ont. App. R. 234) over-ruled, and that of the Divisional Court (21 O. R. 507) approved.

*S. H. Blake, Q.C.*, and *Lawrence*, for the appellants.

*Bain, Q.C.*, and *Kappele*, for the respondents.

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Nova Scotia.]

NOVA SCOTIA CENTRAL RY. CO. v. HALIFAX BANKING CO.

*Mortgage—Railway bonds—Security for advance—Second mortgagee—Purchase by—Trust.*

W. having agreed to advance money to a railway company for completion of its road, an agreement was executed by which, after a recital that W. had so agreed and that a Bank had undertaken to discount W.'s notes indorsed by E. to enable W. to procure the money to be advanced, the railway company appointed said bank its attorney irrevocable, in case the company should fail to repay the advances as agreed, to receive the bonds of the company (on which W. held security) from a trust company, with which they were deposited, and sell the same to the best advantage, applying the proceeds as set out in the agreement.