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- INTEREST**—Agent—Failure to account.] An agent refusing to give an account and pay over balance is chargeable with interest. *SIMONDS v. COSTER*. 329
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- INTERPLEADER**—Affidavit denying collusion.] Where, in an interpleader suit, an *ex parte* injunction order was dissolved for suppression of material facts, leave was granted to move again for the order, together with the right to file an affidavit denying collusion. *THE CANADIAN PACIFIC RAILWAY COMPANY v. NASON* 476

- INTERROGATORIES**—Answer—Reference to answer of co-defendant—Exceptions.] To an interrogatory to set out particulars of a claim of debt by the defendant against the defendant company, the defendant answered that he believed that schedules (which contained the information sought) attached to the answer of the defendant company were true:—*Held*, allowing an exception for insufficiency, that the interrogatory relating to a matter within the defendant's knowledge, he should have made positive oath of the correctness of the schedules, or that they were correct to the best of his knowledge, information and belief, accounting for his inability to swear positively to their correctness. *LODGE v. CALHOUN* 100

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- LANDLORD AND TENANT**—Covenant to leave premises in repair—Lien upon lessee's machinery—Insurance by lessee—Fire—Re-instatement of premises—Application of insurance money—Act 14 Geo. III., c. 78, s. 83—Insolvency—Unliquidated damages—Admission of to proof.] A lessee covenanted for himself and assigns that buildings of the lessor on the premises at the date of the lease would be left on the premises in as good repair as they then were; also that machinery of the lessee would not be removed from the premises during the term without the lessor's consent, but the same should be held by the lessor as a lien for the performance of the lessee's covenants and for any damage from their breach. Under a deed of assignment for the benefit of the lessee's creditors the lease became vested in the trustees. A fire subsequently occurring, which destroyed the buildings and machinery, insurance on the latter was paid to the trustees. The lessor demanded of the trustees that the insurance be applied to re-instating the buildings or the machinery. By Act 14 Geo. III., c. 78, s. 83, insurance companies are authorized and required, upon request of a person interested in or entitled unto a house or other buildings which may be burnt down or damaged by fire, * * * to cause the insurance money to be laid out and expended towards rebuilding, re-instating or repairing such house or buildings:—*Held*, (1) without deciding whether the Act was in force in this Province, or not, that the lessor was not entitled to the benefit of it, the Act not applying to machinery belonging to a lessee, and the lessor not having made a request upon the insurance company, as provided by the Act. (2) that even had the insurance been upon the buildings, the lessor would have had no equity to it, there being no covenant by the lessee to insure for the former's benefit. (3) that the lessor was not entitled to prove for damages against the estate with respect to the covenant to leave the premises in repair, the term not having expired. *RANDOLPH v. RANDOLPH* 575