

exhibition on grounds leased from a city corporation for two months in the year for the purpose of holding the exhibition. The city covenanted to repair, but the practice was for the association to repair and charge the repairs to the city. In walking across a platform which was constructed between the building and the public sidewalk, to give access to people requiring refreshments, the female plaintiff put her foot into a hole in the platform which was out of repair, and was injured.

*Held*, that she was not a lessee of the premises but a mere licensee; that she was lawfully there upon the invitation of the association; that the association owed a duty to the persons whom they induced to go there to keep the place in proper repair; that there was no liability on the city corporation as they were not the occupiers of the grounds and did not invite the plaintiff to go where she was hurt, and there was no highway to be kept in repair by them, but that the association who knew the place was out of repair, and who had by their negligence caused the accident, were liable.

Judgment of ROSE, J. reversed.

*Lindsey*, Q.C., for plaintiff. *Wallace Nesbitt*, Q.C., for association. *Chisholm*, for City Corporation.

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Falconbridge, C.J., Street, J.]

[Jan. 18.

GRAVES v. GORRIE.

*Copyright—Works of fine art—Imp. Act, 25 & 26 Vict., c. 68—Non-extension to colonies.*

The judgment of ROSE, J., reported in 36 C.L.J. 710, was affirmed on appeal to a Divisional Court.

*J. T. Small*, for appeal. *Riddell*, Q.C., and *J. H. Denton*, contra.

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Falconbridge, C.J., Street, J.]

[Feb. 5.

RE MERCHANTS LIFE ASSOCIATION, VERNON'S CASES.

*Insurance—Insolvent company—Proof of claim of policy holder creditor.*

The amount for which the holder of an unexpired policy is to rank against an insolvent life assurance company in liquidation under the Ontario Insurance Act is the difference between the present value of the sum assured at the decease of the life and the present value of a life annuity of an amount equal to the future premiums for which the company stipulated. Judgment of Master in Ordinary reversed.

*H. T. Beck*, for appeal. *J. H. Hunter*, contra.