SUPREME COURT OF CANADA.

TOWNSHIP OF OSGOODE v. York.—Municipal law.—Ditches and Watercourses Act, R.S.O., 1887, c. 220.—Owner of land.—Meaning of term "owner." By sec. 6 (*a*) of the Ditches and Watercourses Act, Ont. R.S.O., 1887, ch. 220 any owner of land to be benefited thereby may file a requisition with the clerk of a municipality for a drain, provided he has obtained "the assent thereto of (including himself) a majority of owners affected or interested." C. who was in occupation of land by permission of his father, who had the legal title therein, filed a requisition for a drain through said lands and a number of other lots, among them being lots of which Y. was assessed as owner. Before the proceedings were begun by C., however, Y. had conveyed portions of his land to his two sons. Permission for the drain having been granted, and an award having been made by an engineer and confirmed by a judge, Y. and his sons brought an action to have the construction of the drain prohibited on the ground that the assent of the majority of owners had not been obtained. It was admitted that if C. was an owner under the Act, and the sons of Y. were not, there was a majority. Held, affirming the decision of the Court of Appeal (21 Ont. App. R. 163) which had reversed the judgment of the Divisional Court (24 O. R., 12) that the assessment roll was not the test of ownership under the statute; that the owner therein meant the holder of a real and substantial interest; that C., a mere tenant at will, was not an owner; and that the two sons of Y. were having the title in fee of a part of the land affected or interested. *Quære.* C., who filed the requisition, not being an owner, would the proceedings have been valid if there had been a sufficient majority without him, or must the person instituting the proceedings be, in all cases, an owner under the statute? Appeal dismissed with costs.

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TOOTH v. Kittridge.—Statute of Limitations.—Partnership dealings.—Laches and acquiescence—Interest in partnership lands. A judgment creditor of J. applied for an order for sale of the latter's interest in certain lands, the legal title to which was in K., a brother-in-law and former partner of J. An order was made for a reference to ascertain J.'s interest in the lands and to take an account of the dealings between J. and K. In the Master's office K. claimed that in the course of the partnership business, he signed notes which J. endorsed and caused to be discounted, and had charged against him, K., a much larger rate of interest thereon than he had paid, and he claimed a large sum to be due him from J., for such overcharge. The master held that as these transactions had taken place nearly twenty years before, K. was precluded by the Statute of Limitations and laches and acquiescence from setting up such claim. His report was overruled by the Divisional Court and Court of Appeal on the ground that the matter being one between partners, and the partnership affairs never having been formally wound up, the statute did not apply. Held, reversing the decision of the Court of Appeal and restoring the master's report, that K.'s claim could not be entertained; that there was, if not absolute evidence, at least a presumption of acquiescence from the long delay; and that such presumption should not be rebutted by the evidence of the two partners considering their relationship and the apparent covenant between them. Appeal allowed with costs.

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MICHIGAN CENTRAL RY. CO. v. Wealleans.—Railway Company.—Lease of road to foreign company.—Statutory authority. In 1882 the Canada Southern Railway Company, by written agreement, leased a portion of its road to the Michigan Central for a term of 21 years. While the latter company was using the road, sparks from an engine set fire and destroyed property of W., who brought an action against the two companies for the value of the property so destroyed. An insurance company which had paid