

of this man, who was said to be in an extremely precarious condition of health. The Official Guardian reported that he had seen Michael McGrath; that he was apparently upon his death-bed, but was conscious, and had no hesitation in saying that he did not desire his funds or papers to remain with the solicitor, and that he had authorised the present proceedings. The learned Judge, therefore, made the order sought, directing the solicitor at once to hand over the papers and funds. He did not think it necessary to embody in the order the other direction sought; but, if the order made was not complied with, that would follow in due course. The solicitor must pay the costs of the application. A. L. Brady, for the applicants. The solicitor, in person.

ATTENBOROUGH v. WALLER—FALCONBRIDGE, C.J.K.B.—
MARCH 30.

Conversion of Chattels—Detention—Damages—Scale of Costs—Set-off—Landlord and Tenant—Removal of Fixtures—Short Forms of Leases Act, 10 Edw. VII. ch. 54, sched. B., cl. 10.]—Action to recover \$870 for contents of garage, goods, chattels, effects, and building material, and \$1,000 damages for deprivation, detention, and use of goods, upon premises owned by the defendant. The learned Chief Justice said that the facts were set out in the statement of defence, which he finds to have been proved. Even if the defendant had accepted or recognised the plaintiff as his tenant, which he never did, the provision "that the lessee may remove his fixtures" means (Short Forms of Leases Act, 10 Edw. VII. ch. 54, cl. 10 of schedule B., now R.S.O. 1914 ch. 116) that "the lessee may at or prior to the expiration of the term hereby granted, take, remove and carry away" The defendant had always been willing to give up the electric sign, on the plaintiff proving it to be his property. This the defendant, by his own memorandum, valued at \$50. Judgment for the plaintiff for \$50, with Division Court costs; the defendant to have a set-off of costs as provided by Rule 649. Execution whichever way the excess may lie. R. Holmes, for the plaintiff. W. G. Thurston, K.C., for the defendant.