

BOYD C.

MARCH 23RD, 1903.

TRIAL.

FERGUSON v. CORNELIUS.

Parent and Child—Agreement for Maintenance of Parent—Payment of Money—Recovery Back on Non-performance—Following Money into Land—Lien—Costs.

Action by a father (78 years old) against his daughter to recover \$800 paid by him to her in consideration of an agreement to maintain him, and to set aside the agreement, and for other relief.

E. G. Porter, Belleville, for plaintiff.

W. B. Northrup, K.C., for defendant.

BOYD, C. gave judgment for plaintiff for re-payment of the \$800, less \$250, and for a charge on the land purchased by defendant with the money, subject to the mortgage thereon. The \$550 to be payable back at the same time as the mortgage on the land, with interest meanwhile at five per cent. If any default in payment, the lands to be sold on summary application to the Court, for which leave is reserved in this action. Not a case for costs to either side: *Watson v. Watson*, 23 Gr. 70.

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TRIAL.

TORONTO GENERAL TRUSTS CORPORATION v.
CENTRAL ONTARIO R. W. CO.
RITCHIE v. BLACKSTOCK.

Railway—Judgment for Sale of—Rights of Public—Bondholders—Mortgage—Enforcement by Sale—Statutory Authority to Sell—46 Vict. ch. 24 (D.)—Vacating Consent Judgment—Judgment in Defended Action Directing Sale—Form of Judgment—Reference—Costs—Fraud—Control of Railway Company—Status of Directors—Quorum—61 Vict. ch. 29 (D.).

In the first action, in which a judgment was pronounced by consent for the sale of the defendants' railway, an issue was directed by an order of FALCONBRIDGE, C.J., (1 O. W. R. 713), upon a petition to vacate the judgment upon the ground of fraud, and that the consent was not the real consent of defendants.

The second action was brought for an injunction to restrain the sale, to prevent defendants controlling the railway company, and for other relief.