THE

ONTARIO WEEKLY REPORTER

(TO AND INCLUDING DECEMBER 31ST, 1906).

VOL. VIII. TORONTO, DECEMBER 31, 1906. NO. 24

MARCH 28TH, 1906.

DIVISIONAL COURT.

RE CHURCH.

Executors and Administrators—Jurisdiction of Surrogate Court—63 Vict. ch. 17, sec. 18 (O.)—Compensation of Administrators Payable out of Portion of Estate—Trust Fund Set apart—Practice—Intituling of Order.

Appeal by the executors of Athole Church, deceased, from order of Judge of Surrogate Court of York directing that certain compensation to the administrators with the will annexed of the estate of Eliza J. E. Church should be borne by the estate of Athole Church, deceased.

Athole Church was the son of Eliza J. E. Church and one of the beneficiaries under her will. She died in 1902, and he in 1903, not having received his share of her estate.

The point raised by the appeal was whether a portion of the residuary estate could be charged specifically with the expenses of administering that portion, or whether those expenses should be borne by the whole estate.

J. A. Macintosh, for the executors of Athole Church.

W. B. Raymond, for the administrators of the estate of Eliza J. E. Church.

THE COURT (BOYD, C., MAGEE, J., MABEE, J.), held that the share of Athole Church, having been ascertained and set apart by the administrators, became a trust fund in their hands and ceased to be assets of the estate, and the expenses

and compensation for the services of the administrators as trustees were properly imposed upon that share to the exoneration of the general estate.

Re Smith, 42 Ch. D. 302, referred to.

It was also held that the order should be intituled "In the matter of the Eliza Jane Erskine Church Estate," with a sub-designation of the Athole Church trust, and that jurisdiction was given by 63 Vict. ch. 17, sec. 18 (O.), amending R. S. O. 1897 ch. 129, sec. 40.

The appeal was dismissed without costs.

FALCONBRIDGE, C.J. DECEMBER 29TH, 1906.

CHAMBERS.

RE SYLVESTER MANUFACTURING CO. v. BROWN.

Statutes—Retroactivity—6 Edw. VII. ch. 19, sec. 22 (O.)—Procedure — Division Courts — Contract — Provision for Determination of Forum for Possible Actions—Prohibition.

Motion by defendant for prohibition to the 5th Division Court in the county of Victoria.

The plaintiffs brought this action in the 5th Division Court to recover an instalment of the purchase money of a machine sold to defendant. Defendant did not reside nor did the whole cause of action arise in the territory of the 5th Division Court, but by a clause in the contract of sale it was stipulated that any action arising thereout might be brought in that Division Court. The contract was made before the passing of sec. 22 of 6 Edw. VII. ch. 19 (O.), which enacts that "no proviso, condition, stipulation, agreement, or statement which provides for the place of trial of any action . . . shall, subject to the provisions hereinafter set out, be of any force or effect." And clause (1) is that "the provisions of this section shall not be available in any Division Court action or proceeding unless and until the defendant, within the time limited for disputing the plaintiff's claim . . . files . . . a notice disputing the jurisdiction of such Court and an affidavit of the defendant or his agent stating that in his belief there is a

good defence to the action on the merits, and further stating the Division Court wherein (sic) the cause of the action arose, or partly arose, and the defendant resides."

The notice and affidavit were filed.

J. Bicknell, K.C., for defendant.

C. A. Moss, for plaintiffs.

FALCONBRIDGE, C.J.:—I have come to the conclusion, after consideration of the principles laid down in Wright v. Hale, 6 H. & N. 227, Turnbull v. Forman, 15 Q. B. D. 234, and numerous other cases here and in England, that sec. 22 of 6 Edw. VII. ch. 19 governs procedure only, and is therefore retrospective in its operation.

And of this opinion appears to have been my brother Britton in Bell v. Goodison Thresher Co., ante 618. I would, of course, have followed his judgment without independent consideration, but it was contended that his expression of opinion on that point was not necessary for the determination of the point which he was dealing with.

There is no evidence that the Judge in the Division Court entered on any question of jurisdiction. He probably had not the notice or affidavit before him.

Prohibition must go—under all the circumstances without costs.

MACMAHON, J. DECEMBER 31ST, 1906.

TRIAL.

PORT HOPE BREWING AND MALTING CO. v. CAVANAGH.

Company—Shares—Subscription—Increase of Capital Stock—Agreement to take Shares before Issue of Supplementary Letters Patent—No Necessity for Allotment — Company having no Shares to Sell.

Action by the company and John Crane as plaintiffs to recover the price of 5 shares of the capital stock of plaintiff company subscribed for by defendant.

A. P. Poussette, K.C., and H. A. Ward, Port Hope, for plaintiffs.

R. E. Wood, Peterborough, and D. O'Connell, Peterborough, for defendant.

MacMahon, J.:—The Ambrose Brewing and Malting Co. were incorporated on 25th June, 1889, under the Joint Stock Companies Letters Patent Act, with an authorized capital of $100,000, divided into 200 shares of $500 each; and on 22nd September, 1897, by an order in council, the name of the company was changed to the Port Hope Brewing and Malting Company Limited.

Having in view the reorganization of the company and increasing its capital stock to $150,000, the company, by an agreement under their seal, dated 21st September, 1903, assigned all the shares of the company not then already assigned to the Ontario Bank to John Crane, of Peterborough, to be held by him under the trusts declared therein until the re-organization of the company.

The 6th clause of the agreement provides that "if the re-organization shall become effectual as herein contemplated, said John Crane shall assign or have allotted to the persons who have paid their subscriptions in full the number of shares to which they are respectively entitled."

On 29th January, 1904, the shareholders of the company sanctioned a by-law for increasing the capital stock of the company to $150,000; and on 17th March, 1904, the company sanctioned a by-law for the re-division of the original capital from the existing shares of $500 each into shares of $100 each.

On 24th March, 1904, supplementary letters patent were issued to the company confirming the by-laws.

Section 21, sub-sec. 3, of the Ontario Companies Act, R. S. O. 1897 ch. 191, provides that "upon due proof so made (of the sanction by the shareholders of the by-law for increasing the capital stock or re-dividing the shares), the Lieutenant-Governor in council may by supplementary letters patent confirm the by-law . . . and thereupon from the date of the supplementary letters patent the shares shall be re-divided or the capital stock of the company shall be and remain increased or decreased as the case may be to the amount and in the manner and subject to the conditions

set forth by such by-law and supplementary letters patent, and the whole of the stock as so increased or decreased shall become subject to the provisions of this Act in like manner (so far as may be) as though every part thereof had originally formed part of the stock of the company."

The shares of the company held by Mr. Crane under the agreement of 21st September, 1903, were shares of $500 each.

On 2nd January, 1904, defendant subscribed for 5 shares of the company's stock. . . . Alexander Elliott, one of the agents appointed by the agreement of 21st September, 1903, to solicit subscriptions for the stock of the company, was present when defendant subscribed, and said he read over to him the heading in the stock book, which is as follows:—

"Authorized Capital, $150,000. Shares, $100 each.

"We the undersigned do hereby severally, and not one for the other, subscribe for and agree to take the respective number of shares of the capital stock of the above named company set opposite our respective names as hereunder and hereafter written, and to become shareholders in such company to said amounts, which we promise and agree to pay as follows: ten per cent. thereof in one month from the date of subscription, and the remainder in 9 equal monthly instalments thereafter; it being agreed and understood that in the event of the proposed re-organization of said company becoming effectual, all sums paid by us respectively shall be repaid, with interest at the rate of 3 per cent. per annum.

"And we further severally appoint the secretary of the company our true and lawful attorney, for us respectively and in our respective names, to accept the transfer of such shares as shall be assigned to us to the extent of our said subscriptions."

Under the contract entered into by defendant in the share subscription book there is not, as there was in Re Zoological and Acclimatization Society, Cox's Case, 16 A. R. 543, any request that the number of shares for which he subscribed should be allotted to him. Defendant was not applying for shares. He "agrees to take the respective number of shares thereunder written and to become a shareholder to said amount," which he promises and agrees to

pay in 10 equal payments of 10 per cent. each, the first payment to be made in one month from the date of the subscription.

If therefore the company had on 2nd January, 1904, any stock to sell, this document is an absolute contract to take the 5 shares for which defendant subscribed and agreed to become a shareholder, and it was not necessary that the company should make an allotment of the shares; nor was it necessary that calls should be made, as he waived his right thereto and agreed to pay for the shares in 10 equal monthly instalments from the date of the subscription.

Section 21 of the Act provides that the capital of the company is increased and the shares of the company shall be re-divided as from the date of the supplementary letters patent. As defendant became a subscriber on 4th January, 1904, which was prior to either of the by-laws being assented to by the stockholders, and three months prior to the supplementary letters patent being issued, the company had no stock to sell.

Action dismissed with costs.

Ontario Weekly Reporter

INDEX-DIGEST TO VOL. VIII. (JUNE TO DECEMBER, 1906.)

All the cases reported in Vol. VIII. of THE ONTARIO WEEKLY REPORTER, from 2nd June to 31st December, 1906, are digested.

The digest includes all the cases decided at Osgoode Hall and other cases reported in THE ONTARIO WEEKLY REPORTER.

Where the case digested is reported in the Ontario Law Reports, a reference is added to the volume and page, thus :

Doe v. Roe, 8; 12 O. L. R. 6.

The figure "8" indicates the page of THE ONTARIO WEEKLY REPORTER.

The Supplement contains the cases reported in the early part of 1906 in Vol. VII. of THE ONTARIO WEEKLY REPORTER, which have since been reported in the Ontario Law Reports.

ALIMONY.

See Husband and Wife, 1.

ALLOTMENT.

See Company, 6, 8, 9.

AMENDMENT.

See Contract, 9, 10—Criminal Law, 3—Municipal Corporations, 2 — Pleading, 4, 5, 6.

ANIMALS.

Escape of Bees from Defendant's Land—Injury to Property of Plaintiff — Negligence — Scienter — Liability — Findings of Jury: Lucas v. Pettit, 315; 12 O. L. R. 448.

See Negligence, 3—Railway, 1.

ANNUITIES.

See Will, 2.

APPEAL TO COURT OF APPEAL.

1. Leave to Appeal from Judgment at Trial — Amount Involved — Reasons for Granting Leave—Form of Order — Recital: Mathewson v. Beatty, 869.

2. Leave to Appeal from Judgment at Trial—Extension of Time—Mistake of Solicitor: City of Hamilton v. Hamilton, Grimsby, and Beamsville R. W. Co., 669.

3. Leave to Appeal from Order of Divisional Court — Practice — Scale of Costs — Conflicting Decisions: Stephens v. Toronto R. W. Co., 551.

4. Leave to Appeal from Order of Divisional Court — Special Grounds — Assessment and Taxes: Goodwin v. City of Ottawa, 541; 12 O. L. R. 603.

5. Leave to Appeal from Order of Divisional Court — Trifling Amount Involved — Unimportant Questions — Jurisdiction of Drainage Referee: Burke v. Township of Tilbury North, 862.

6. Leave to Appeal from Order of Divisional Court Refusing to Quash Conviction—Special Grounds—Municipal By-law: Rex v. Laforge, 551.

7. Leave to Appeal from Order of Divisional Court Reversing Judgment at Trial: Hogaboom v. Hill, 979.

8. Leave to Appeal from Order of Divisional Court Reversing Judgment at Trial—Grounds of Appeal — Judicature Act, sec. 76 (1) (g): Crown Bank of Canada v. Brash, 483.

9. Leave to Appeal from Order of Divisional Court Reversing Judgment at Trial—Small Amount Involved—No Special Circumstances — Leave Refused: Vivien v. Kehoe, 955.

10. Leave to Appeal from Order of Divisional Court Reversing Order Quashing Municipal By-law—Special Grounds — Passage of Local Option By-law Procured by Treating; Re Gerow and Township of Pickering, 497.

11. Leave to Appeal from Order Quashing Municipal By-law — Judicature Act, sec. 76a—Grounds for Granting Leave: Re Sinclair and Town of Owen Sound, 298.

See Assessment and Taxes, 4—Costs, 8—Damages, 2 — Landlord and Tenant, 2—Parliamentary Elections, 3—Trade Mark.

APPEAL TO DIVISIONAL COURT.

1. County Court Appeal—Right of Appeal—Appeal from Order of County Court in Term Dismissing Motion for New Trial in Action Tried by a Jury—County Courts Act, sec. 51: Booth v. Canadian Pacific R. W. Co., 860.

2. Decision of Local Master upon Reference for Trial — Appeal Heard by Consent: Potter v. Orillia Export Lumber Co., 804.

See Municipal Corporations, 9.

APPEAL TO PRIVY COUNCIL.

Amount in Controversy—Original Claim for $5,000 Damages—Abandonment of all in Excess of $1,000 — Fixing Amount in Controversy: Preston v. Toronto R. W. Co., 753.

APPEAL TO SUPREME COURT OF CANADA.

Extension of Time for giving Notice of Appeal — Intention to Appeal — Special Circumstances — Merits: London and Western Trusts Co. v. Lake Erie and Detroit River R. W. Co., 31.

APPEARANCE.

See Writ of Summons.

ARBITRATION AND AWARD.

Submission to Arbitration — Time for Making Award—Power of Arbitrators to Extend—Failure to Exercise —Action for Account—Defence of Arbitration Pending—No Answer to Action: Ryan v. Patriarche, 811.

See Ditches and Watercourses Act — Highway, 1—Landlord and Tenant, 2—Railway, 5.

ARCHITECT.

Work and Material Ordered for Building —Absence of Authority from Owners or Contractors — Warranty of Authority—Personal Liability — Principal and Agent: Horwood v. Maclaren, 857.

See Mechanics' Liens.

ARREST.

Intent to Quit Ontario—Intent to Defraud Creditors — Evidence — Discharge from Custody: Fleming v. McCutcheon, 368.

See Malicious Arrest and Prosecution.

ASSESSMENT AND TAXES.

1. "Business Assessment"—Club—Members' or Non-proprietary Club—Liability to Assessment—4 Edw. VII. ch. 23, sec. 10 (O.): Rideau Club v. City of Ottawa, 106; 12 O. L. R. 275.

2. Income Assessment — Dividends on Shares in Ottawa Electric Company —Agreements between Company and City Corporation — Exemptions — Special Statutes—Assessment Act: Goodwin v. City of Ottawa, 77, 541; 12 O. L. R. 236.

3. Mineral Lands — Principle of Assessment—Buildings and Plant—Scheme of Assessment Act, 1904—Valuation — Clerical Error: Canadian Oil Fields Co. v. Town of Oil Springs, 480.

4. Tax Sale—Deed by Provincial Treasurer—Registry Laws—Purchaser in Good Faith — Trustee — Fraud and Misrepresentation—Crown Patent — Evidence—Parties—Solicitor— Costs — Discretion — Appeal: Beatty v. McConnell, 916.

ASSIGNMENT FOR BENEFIT OF CREDITORS.

See Bankruptcy and Insolvency, 1, 2, 3 —Company, 15—Mortgage, 3.

ASSIGNMENT OF CHOSE IN ACTION.

See Chose in Action—Damages, 1.

ASSIGNMENT OF INSURANCE POLICY.

See Insurance, 4—Interest.

ASSIGNMENTS AND PREFERENCES.

See Bankruptcy and Insolvency—Mortgage, 3.

ATTACHMENT OF DEBTS.

1. Division Court — Liability of Garnishees to Primary Debtor—Evidence of: McLeod v. Clark, 403.

2. Salary of Police Magistrate—Public Officer—Appointment and Termination on Resolution of County Council —Public Policy: Lee v. Ellis, 396.

ATTORNEY-GENERAL.

See Company, 2—Crown, 2—Water and Watercourses, 2.

AUDIT.

See Account, 2—Estoppel.

BAILMENT.

See Negligence, 8.

BALLOTS.

See Municipal Corporations, 11.

BANKRUPTCY AND INSOLVENCY.

1. Assignment for Benefit of Creditors— Motion for Removal of Assignee — Interim Injunction against Acting— Order Appointing Additional Assignee to Sell Assets of Estate — Terms—Reference—Costs: Brock v. Cline, 144.

2. Assignment for Benefit of Creditors— Right of Creditor to Rank on Estate —Owner of Chattel Mortgagee of Insolvent's Business — Evidence—Representations—Conduct — Estoppel: Barthelmes v. Condie, 806.

3. Conveyances of Land by Insolvent to Creditors within 60 Days of Assignment for Creditors — Preference — Evidence — Onus—Setting aside — Security Valid in Part—Costs: Falls v. Gibb, Falls v. Young, 397.

4. Preference—Chattel Mortgage—Actual Advance by Third Person — Money Applied on Debt Due by Insolvent—Creditor's Knowledge of Insolvency — Absence of Knowledge by Third Person: Allan v. McLean, 223, 761.

5. Preferential Transfer of Cheque—Deposit with Private Banker—Application by Banker upon Overdue Note—Absence of Pre-arrangement and of Intent to Prefer—Payment of Money to a Creditor—Assignments Act, secs, 2, 3 (1): Robinson v. McGillivray, 602.

6. Preferential Transfer of Goods by Insolvent to Creditor—Presumption—Rebuttal—Absence of Fraudulent Intent — Actual Advance of Money: Baldocchi v. Spada, 705.

See Estoppel — Mortgage, 3 — Warehouse Receipts.

BANKS AND BANKING.

See Bankruptcy and Insolvency, 5 — Bills of Exchange and Promissory Notes — Interpleader, 3, 4—Judgment, 6—Warehouse Receipts.

BEES.

See Animals.

BENEFIT SOCIETY.

Rights of Member—Action for Declaration of Rights—Domestic Tribunal—Failure to Resort to—Submission to Jurisdiction — Refusal of Court to Entertain Action—Costs: Zilliax v. Independent Order of Foresters, 631.

BETTING.

See Criminal Law, 2.

BILLS OF EXCHANGE AND PROMISSORY NOTES.

1. Bill of Exchange—Railway Company—Loan of Money to—Acceptance—General Manager of Company—Statute of Limitations—Effect of Payment of Interest by General Manager in Reality on His Own Behalf—Absence of Knowledge of Holder of Bill—Inference as to Source of Payment: Nickle v. Kingston and Pembroke R. W. Co., 158; 12 O. L. R. 349.

2. Promissory Note—Action on—Defence of Non Fecit—Consideration—Purchase Price of Horse—Finding as to Signatures—Knowledge of Nature of Document Signed — Agreement Admittedly Signed—Reference to Notes—Holder in Due Course: Dart v. Quaid, 662.

3. Promissory Note—Fraud in Procuring Signatures of Makers — Holder for Value—Suspicious Circumstances — Failure to Make Inquiry—Findings of Jury—Judge's Charge: Gillard v. McKinnon, 311.

4. Promissory Notes — Action on—Defences—Absence of Consideration—Plaintiff not Bona Fide Holder for Value—Collateral Contract — Oral Evidence — New Trial: Clarke v. Union Stock Underwriting Co. of Peterborough, 757.

5. Promissory Notes—Forgery of Makers' Names — Indorsement in Name of Firm — Liability of Non-authorizing Partner—Discount by Bank—Notice or Knowledge of Manager—Circumstances giving Rise to Suspicion — Findings of Jury—Disregard of one — Rule 615 — Judgment of Court: Crown Bank v. Brash, 400, 483.

See Judgment, 3—Landlord and Tenant, 1—Parties, 1—Pleading, 1—Sale of Goods, 5—Warehouse Receipts.

BOND.

See Principal and Surety.

BOUNDARY.

See Trespass to Land, 1.

BOUNDARY LINE.

See Highway, 1.

BRIBERY.

See Municipal Corporations, 10, 12.

BRIDGE.

See Municipal Corporations, 1—Negligence, 11—Water and Watercourses,

BROKER.

Purchase of Shares for Customer on Margin—Moneys Advanced to Keep up Margins—Recovery—Instructions—Usual Course of Dealing—Practice of Brokers—Discharge of Customer—Obligation of Broker to Sell—Several Orders Included in One Contract—Interest — Hypothecation of Shares by Broker—Commission: Ames v. Conmee, 337; 12 O. L. R. 435.

See Pleading, 4.

BUILDING.

See Architect—Assessment and Taxes, 3—Contract, 14 — Injunction, 2 — Landlord and Tenant, 2—Limitation of Actions, 2—Negligence, 7.

BUSINESS ASSESSMENT.

See Assessment and Taxes, 1.

BY-LAW.

See Costs, 8—Municipal Corporations—Negligence, 5 — Schools, 2—Street Railways, 1.

CARRIERS.

Breach of Contract to Carry Passenger to Point in United States—Act of Congress Requiring Payment of Poll Tax—Payment by Carriers—Collection from Passenger—Unlawful Detention — Damages — Findings of Jury: Jones v. Niagara Navigation Co., 342; 12 O. L. R. 481.

CERTIORARI.

See Criminal Law, 1.

CHARGE ON LAND.

See Dower.

CHARITIES

See Will.

CHATTEL MORTGAGE.

See Bankruptcy and Insolvency, 2, 4—Chose in Action, 1—Interpleader, 2.

CHEQUE.

See Bankruptcy and Insolvency, 5 — Timber.

CHOSE IN ACTION.

1. Equitable Assignment — Fund in Hands of Chattel Mortgagees — Written Order by Mortgagor—Mistake as to Balance Due — Assignment by Mortgagors—Rival Claimants of Fund—Interpleader Application—Dismissal — Subsequent Interpleader Action—Disposal of Fund—Costs: Elgie v. Edgar, 944.

2. Voluntary Assignment of Fund to Wife of Assignor — Informality — Validity as Equitable Assignment—Subsequent Assignment for Value—Priority—Notice to Holders of Fund—Executors — Oral Notice to One: McMurchie v. Thompson, 637.

See Damages, 1—Insurance, 4.

CHRISTIAN SCIENTISTS.

See Statutes, 1.

CLASS SUIT.

See Costs, 2—Parties, 2.

CLOSE OF PLEADINGS.

See Pleading, 7.

CLUB.

See Assessment and Taxes, 1.

COLLATERAL CONTRACT.

See Bills of Exchange and Promissory Notes, 4.

COMMISSION.

See Broker — Crown, 1—Principal and Agent—Vendor and Purchaser, 8.

COMPANY.

1. Directors—Filling Vacancies in Board — Quorum — Special Meeting of Shareholders — Injunction: Sovereen Mitt, Glove, and Robe Co. v. Whiteside, 279, 582; 12 O. L. R. 638.

2. Loan Company — Loan Corporations Act—Sale of Assets and Undertaking of Company to Another Company—Ratification by Shareholders—Rights of Holder of Terminating Stock — Substitution of Permanent Shares in Purchasing Company — Assent of Lieutenant-Governor in Council — Certificate of Attorney-General — Finality of—Absence of Schedule of Shareholders—Status of Holder—Creditor or Shareholder—Right of Withdrawal—Amendment of Statute—Securities: Lennon v. Empire Loan and Savings Co., 162; 12 O. L. R. 560.

3. Money Advanced to Company — Authority of President—Negotiations for Formation of New Company—Failure of Consideration—Recovery of Money Advanced: Evenden v. Standard Art Manufacturing Co., 392.

4. Parties to Action—Authority to Use Name—Solicitor—Meeting of Shareholders—Security for Costs: Woodruff Co. v. Colwell, 302, 314, 493.

5. Sale of Assets by Directors to Managing Director—Action to Set aside—Direction to Hold Meeting of Shareholders to Ratify or Disapprove Sale: Ellis v. Norwich Broom and Brush Co., 25.

6 Shares — Subscription — Increase of Capital Stock—Agreement to take Shares before Issue of Supplementary Letters Patent—No Necessity for Allotment—Company having no Shares to Sell: Port Hope Brewing and Malting Co. v. Cavanagh, 985.

7. Shares—Subscription—Issue of Certificate—Payment by Promissory Note—Estoppel—Action to Cancel Shares—Status of Shareholder as Plaintiff — Right of Action — Payment of Promissory Note Pendente Lite — End of Cause of Action — Costs — Summary Application: O'Sullivan v. Donovan, 319.

8. Shares — Subscription — Promissory Note given for Price—Misrepresentation—Condition — Absence of Allotment — Acceptance of Plaintiff as Shareholder—Estoppel—Recovery on Note: Fischer v. Borland Carriage Co., 579.

9. Shares—Subscription—Winding-up — Contributory—Application for Stock—Withdrawal—Absence of Allotment and Notice — Notice of Call: Re Canadian Tin Plate Decorating Co., Morton's Case, 531; 12 O. L. R. 594.

10. Winding-up — Action begun before Winding-up Order — Leave to Proceed — Special Circumstances: Titterington v. Distributors Co., 328.

11. Winding-up — Application for Leave to Add Company as a Party to an Action against Directors for Misfeasance in Office: Re Farmers' Loan and Savings Co., Ex parte Toogood, 12.

12. Winding-up—Contributory —Director —Entries in Register—Resolution of Directors—Attempt to Get Rid of Liability: Re Cement Stone and Building Co., Egan's Case, 260, 320.

13. Winding-up — Contributory — Petitioner for Incorporation —Subscription for Shares — Memorandum of Association—Director and President of Company: Re Cement Stone and Building Co., McBean's Case, 264.

14. Winding-up — Interest on Creditors' Claims—Right to, after Winding-up Proceedings Begun: Re Union Fire Ins. Co., 9.

15. Winding-up—Service of Petition on Assignee for Benefit of Creditors—Resignation of Directors: Re Rodney Casket Co., 293; 12 O. L. R. 409.

16. Winding-up—Writ of Execution — Seizure by Sheriff of Goods of Company—Fees and Possession Money: Re Oshawa Heat, Light, and Power Co., Ex parte Sheriff of Ontario, 415.

See Assessment and Taxes, 2—Bills of Exchange and Promissory Notes, 1—Conspiracy—Constitutional Law—Contract, 5, 10 — Costs, 13—Discovery, 5—Parties, 7—Pleading, 2—Railway, 3—Vendor and Purchaser, 6—Writ of Summons, 2.

COMPENSATION.

See Railway, 3-6—Water and Watercourses, 2.

COMPROMISE.

See Trusts and Trustees, 1.

CONSENT.

See Appeal to Divisional Court, 2 — Costs, 12—Timber.

CONSENT JUDGMENT.

See Account, 2.

CONSPIRACY.

Trade Competition — Procuring Incorporation of Company to Compete with Plaintiffs—Inducing Plaintiffs' Servants to Leave Employment — Using Information Obtained in Plaintiffs' Employment—Appropriation of Plaintiffs' Documents and Chattels — Master and Servant — Breach of Confidence—Injunction — Damages: Copeland-Chatterson Co., v. Business Systems Limited, 888.

See Pleading, 1.

CONSTABLE.

See Malicious Arrest and Prosecution—Parliamentary Elections, 1.

CONSTITUTIONAL LAW.

Powers of Provincial Legislature — Act Respecting Licensing of Extra-provincial Corporations — Intra Vires—Company Carrying on Business in Ontario: International Text-Book Co. v. Brown, 835.

See Railway, 2.

CONTRACT.

1. Action to Set aside, for Improvidence — Delay in Bringing Action — Interest in Partnership—Inadequacy of Price—Fraud — Bad Debts — Goodwill — Counterclaim — Costs: Van Tuyl v. Fairbank, 271.

2. Construction — Advances — Share of Profits—Breach—Damages — Measure of—Possible Profits: Battle v. Willox, 5.

3. Construction — Breach — Supply of Logs—Condition—Driving and Towing—Season for Towing: Playfair v. Turner Lumber Co., 614.

4. Construction — Division of Land — Trespass—Title—Damages—Scale of Costs: Scott v. Jerman, 813.

5. Construction—Sale of Shares in Company—Terms of Payment — Instalments—Agreement under Seal—Absence of Covenant or Promise to Pay for Shares — Refusal of Court to Imply Obligation to Pay—Provision for Forfeiture of Down Payment on Default in Subsequent Payments — Mere Option of Purchase: Finlay v. Ritchie, 176; 12 O. L. R. 368.

6. Division of Estate—Release—Action to Set Aside — Delay — Statute of Limitations — Misrepresentations—Undue Influence — Improvidence—Failure of Proof: Collins v. Bobier, 111.

7. Exclusive Right for Term of Years to Enter on Land and Drift for Oil or Gas—Forfeiture Clause—Construction — Penalty — Payment — Time—Lease or License—Profits à Prendre—Specific Performance—Injunction—Subsequent Lease—Registry Laws — Improvements—Reference: McIntosh v. Leckie, 490.

8. Lumbering Operations—Cleaning out Stream—Allowance for—Proportion of Cost—Driving Timber—Breach of Contract—Construction of Contract — Impossibility of Performance — Failure to Get Logs out—Measure of Damages—Destruction of Logs by Fire — Negligence—Nominal Damages—Interest — Costs—Claim and Counterclaim: E. B. Eddy Co. v. Rideau Lumber Co., 361, 939.

9. Mining Location—Discovery of Minerals—Agreement between Prospectors—Declaration of Interests of Coowners—Statute of Frauds—Trust —Lease Taken in Name of One—Agreement of Lessee with Stranger —Construction—Ratification by Coowners—Notice of Interests of Coowners—License to Mine—Taking out Ore—Share in Proceeds—Fraud —Amendment — Land Titles Act—Injunction—Costs: McLeod v. Lawson, McLeod v. Crawford, 213.

10. Purchase of Timber Limits—Agreement to Share Profits—Denial of Signature—Action to Perpetuate Testimony and Enforce Agreement —Assignee of Part of Claim—Purchase for Benefit of Incorporated Company—Parties — Amendment—Declaratory Judgment: Millar v. Beck, 501.

11. Sale of Logs—Action for Price—Subsequent Agreement—Finding of Trial Judge—Appeal — Costs—Discretion—Payment into Court: Payne v. Murphy, 972.

12. Sale of Railway Charter—Share of Promoter in Proceeds—Remuneration for Services—Amount Fixed by Referee—Quantum Meruit — Evidence: Paradis v. National Trust Co., 707.

13. Supply of Gas—Fixing Rate—Oral Agreement — Conversations—Evidence: Selkirk Gas and Oil Co. v. Erie Evaporating Co., 667.

14. Work and Materials on Building—Time Fixed for Completion—Delay of Owner of Building—Increase in Cost of Materials—Contract Price—Correspondence — Quantum Meruit: Sherlock v. City of Toronto, 646.

See Assessment and Taxes, 2—Carriers —Copyright—Crown, 1—Ditches and Watercourses Act—Division Courts, 2 — Injunction, 1 —Interest—Landlord and Tenant—Limitation of Actions, 1—Lunatic, 2—Master and Servant, 1 — Mechanics' Liens—Municipal Corporations, 15—Municipal Elections — Partnership, 1—Payment into Court—Pleading, 3—Principal and Surety—Railway, 6—Sale of Goods—Specific Performance —Statutes, 3—Stay of Proceedings —Street Railways, 1—Timber — Trusts and Trustees—Vendor and Purchaser—Venue, 8.

CONTRIBUTORY.

See Company, 9, 12, 13.

CONTRIBUTORY NEGLIGENCE.

See Negligence, 5, 9, 10, 11, 12—Street Railways, 3-6.

CONTROVERTED ELECTIONS.

See Parliamentary Elections.

CONVICTION.

See Criminal Law—Factories Act—Justice of the Peace—Municipal Corporations, 2.

COPYRIGHT.

Infringement—Drawings in Serial Publication—British Registration—First Publication — Imperial Copyright Acts—Employment of Author by Publisher—Foreign Author Resident outside of British Dominions—Title to Copyright—Assignment—Contract—Publication by Author under License—Infringement by Copying—Delivery up of Infringing Copies: Life Publishing Co. v. Rose Publishing Co., 28; 12 O. L. R. 386.

CORRUPT PRACTICES.

See Parliamentary Elections, 1.

COSTS.

1. Action—Injunction — Partnership—Fraud — Master and Servant—Disclosure by Servant of Master's Business Secrets—Use in another Action—Action Becoming Unnecessary—Summary Disposition of Costs: Mitchell v. Mackenzie, 139.

2. Action by Execution Creditors for Declaration that Land Subject to Execution—Class Suit—Payment of Execution Creditors' Claim — Disposition of Costs: Walkerville Brewery Co. v. Knittle, 696.

3. Administration Proceeding — Taxed Costs in Lieu of Commission—Special Circumstances — Consent: Re Greer, Greer v. Greer, 69.

4. Defamation—Verdict for Defendant—Depriving Defendant of Costs—Discretion—Rule 1130 — Good Cause: Byers v. Kidd, 759.

5. District Court—Unorganized Territory Act, sec. 11—Action beyond Jurisdiction of County Court—Discretion of District Court Judge as to Scale of Costs—Application of Rules of Court: Schaeffer v. Armstrong, 564.

6. Mortgage Action—Executors—Trustee—Redemption—Set-off: Murphy v. Brodie, 686.

7. Motion for Better Affidavit on Production of Documents—Production of Document Sought—Costs of Motion: Canadian General Electric Co. v. Keystone Construction Co., 683.

8. Motion to Quash Municipal By-law—Intervening Statute Validating By-law—Costs Left to Discretion of Court—Costs in Court of Appeal: Re Cartwright and Town of Napanee, Re Knight and Town of Napanee, 65.

9. Postponement of Trial—Powers of Judge in Chambers after Trial: Liddiard v. Toronto R. W. Co., 222.

10. Security for Costs—Plaintiff Leaving Jurisdiction pendente Lite — Application for Security after Trial—New Trial Ordered—Delay in Applying: Gyorgy v. Dawson, 422.

11. Taxation between Party and Party—Charges for Searches for Documents—Allowances for: City of Toronto v. Grand Trunk R. W. Co., 310, 333.

12. Taxation — Stenographer's Fees — Evidence on Reference—Rule 1143—Consent — Certificate of Master: Murphy v. Corry, 68.

13. Winding-up of Company—Costs of Alleged Contributories Ordered to be Paid out of Assets—Deficiency of Assets—Costs of Petitioning Creditor and Others—Costs and Compensation of Liquidator — Priorities — Abatement: Re Baden Machinery Co., 555; 12 O. L. R. 634.

See Appeal to Court of Appeal, 3—Assessment and Taxes, 4—Bankruptcy and Insolvency, 1, 3—Benefit Society—Chose in Action, 1—Company, 4, 7—Contract, 1, 4, 8, 9, 11—Crown, 2—Damages, 2—Dismissal of Action, 1-4—Dower—Easement—Executors and Administrators, 1—Highway, 2—Husband and Wife, 4—Improvements—Insurance, 1, 2—Interest—Judgment Debtor — Justice of the Peace—Landlord and Tenant, 2—Mechanics' Liens—Mines and Minerals—Municipal Corporations, 2, 3—Parliamentary Elections, 1, 2—Parties, 2—Pleading, 2, 5, 7—Railway, 5, 6—Trade Mark—Trespass to Land, 1—Venue, 3, 8, 9—Water and Watercourses, 2—Way, 1, 3.

COUNSEL FEES.

See Interest.

COUNTERCLAIM.

See Contract, 1, 8—Landlord and Tenant, 1—Pleading, 1, 2, 3—Venue, 2, 5, 6.

COUNTY BOUNDARY LINE ROAD.

See Highway, 1.

COUNTY COURT APPEAL.

See Appeal to Divisional Court, 1.

COUNTY COURT JUDGE.

See Schools, 2.

COUNTY COURTS.

See Costs, 5—Venue, 5.

COURT OF APPEAL.

See Appeal to Court of Appeal.

COURTS

See Appeal to Court of Appeal—Appeal to Divisional Court—Appeal to Privy Council—Appeal to Supreme Court of Canada—Division Courts—Surrogate Courts.

COVENANT.

Restraint of Trade—Termination of Partnership—Covenant not to Carry on Similar Business—Carrying on Business as Agent or Manager for Another: Anderson v. Ross, 691.

See Master and Servant, 1—Partnership, 2—Railway, 6.

CREDITORS.

See Parties, 2.

CREDITORS' RELIEF ACT.

Filing Sheriff's Certificate—Necessity for — Affidavit of Claimant — Locus Standi: Re Secord v. Mowat, 12 O. L. R. 511.

See Money in Court.

CRIMINAL LAW.

1. Indictment of Electric Railway Company — Nuisance — Endangering Safety of Public—Removal from Sessions into High Court—Difficult Questions of Law—Delay of Trial: Rex v. Toronto R. W. Co., 441.

2. Keeping Common Betting House—Bookmakers in Charge of Betting Booth on Race-course of Incorporated Association—"House, Office, Room, or Other Place"—Movable Structure—Criminal Code, secs. 197, 198, 204: Rex v. Saunders, 534; 12 O. L. R. 615.

3. Seduction of Girl and Illicit Connection under Promise of Marriage—Election of Prisoner as to Trial—Amendment of Information as to Date of Offence—Prisoner Compelled to Re-elect—Corroboration—Material Particulars—Implication of Prisoner: Rex v. Daun, 173; 12 O. L. R. 227.

4. Seduction of Girl under 16—Evidence—Corroboration — Acquittal — Appeal by Crown—New Trial—Criminal Code, sec. 746: Rex v. Burr, 703.

See Factories Act—Justice of the Peace—Municipal Corporations, 2—Police Magistrate.

CROWN.

1. Contract—Inspector of Prisons—Employment of Prisoners in Manufacture of Binder Twine—Construction of Contract — Assignments of Contract—Extensions of Time — Modifications—Ratification of Original Contract by Resolution of Legislative Assembly—No Ratification of Assignments and Extensions—Effect of Resolution—Force of Act of Legislature—Authority of Executive Government of Province—Orders in Council—Change in Rates of Payment—Retroactivity — Commission—Interest—Insurance — Accounts: Independent Cordage Co. of Ontario v. The King, 723.

2. Mining Leases—Action by Attorney-General to Cancel—Improvidence—Misrepresentations—Affidavit as to Discovery — Untruth of — Evidence — Land Titles Act — Costs — Compensation for Improvements—Notice: Attorney-General for Ontario v. Hargrave, 127.

See Criminal Law, 4—Police Magistrate—Water and Watercourses, 2.

CROWN LANDS.

See Timber.

CROWN LANDS AGENT.

See Parliamentary Elections, 1.

CROWN PATENT.

See Assessment and Taxes, 4—Water and Watercourses, 2.

CRUELTY.

See Husband and Wife, 1.

DAMAGES.

1. Assignment of Claim for Damages ex Delicto—Action by Assignee—Cause of Action—Chose in Action — Invalidity of Assignment: McCormack v. Toronto R. W. Co., 467.

2. Interlocutory Injunction—Dissolution—Time for Applying for Reference—Evidence—New Agreement—Cost Stay of Proceedings—Appeal: McLeod v. Lawson, 335.

3. Quantum—Personal Injuries of Married Woman—Negligence of Street Railway Company—Expenses Incurred by Husband—Excessive Verdict—New Trial: Clarke v. London Street R. W. Co., 185; 12 O. L. R. 279.

See Carriers—Conspiracy—Contract, 2, 4, 8—Easement—Highway, 4, 5, 6—Injunction, 1—Landlord and Tenant, 1, 3, 4—Master and Servant, 1, 2, 3, 4, 9—Municipal Corporations, 6—Negligence, 5—Parties, 8—Railway, 5—Sale of Goods, 5—Trespass to Land, 1, 2—Vendor and Purchaser, 8—Water and Watercourses, 1, 3—Way, 1.

DEBENTURES.

See Municipal Corporations, 3, 15.

DECLARATORY JUDGMENT.

See Contract, 10—Husband and Wife, 4—Limitation of Actions, 2—Municipal Corporations, 9.

DEDICATION.

See Highway, 2.

DEED.

See Assessment and Taxes, 4—Dower—Fraudulent Conveyance—Husband and Wife, 2—Limitation of Actions, 1—Vendor and Purchaser, 3, 7—Way, 1—Will, 1.

DEFAMATION.

Slander—Pleading — Defence—Striking out—Embarrassment — Privilege—Mitigation of Damages: Grant v. McRae, 304.

See Costs, 4—Discovery, 1.

DEFAULT JUDGMENT.

See Judgment, 1, 2.

DEVISE.

See Will.

DIRECTORS.

See Company, 1, 5, 11, 12, 13, 15—Parties, 7.

DISCOVERY.

1. Examination of Defendant—Libel—Answers Tending to Criminate — Privilege—Evidence Act—Rule 439: Chambers v. Jaffray, 26; 12 O. L. R. 377.

2. Examination of Defendant—Refusal to Answer Questions—Relevancy—Pleading—Statement of Claim: Canavan v. Harris, 325.

3. Examination of Defendant—Scope of—Discovery of Mines—Dates and Places: Crawford v. Crawford, 833.

4. Examination of Officer of Defendant Municipal Corporation—Alderman of City—Rule 439 (a) 1—Construction of—"Officer or Servant"—Legislative Functions: Davies v. Sovereign Bank and City of Toronto, 443; 12 O. L. R. 557.

5. Examination of Person for whose Benefit Action Defended—Rule 440—Manager of Assignor Company: Carter v. Lee, 499.

6. Examination of Servant of Defendant—Con. Rules 439 (a), 440, 441: Van Koughnet v. Toronto Towel Supply Co., 683.

7. Order for Examination of Party—Ex Parte Order—Irregularity as to Place of Examination and Person of Examiner — Setting aside Order — Practice: Crowforth v. Gummerson, 799.

8. Production of Documents—Privilege—Sale of Patent Rights—Letters before Sale: Outerbridge v. Oliphant, 494.

See Costs, 7—Dismissal of Action, 1.

DISMISSAL OF ACTION.

1. Motion to Dismiss for Failure of Plaintiff to Attend for Examination for Discovery—Illness of Plaintiff—Medical Evidence as to—Undertaking to Proceed to Trial—Excuse for Delay — Increased Security for Costs: Appleyard v. Mulligan, 500, 624.

2. Want of Prosecution—Cause of Action—Abatement—No Question but that of Costs Remaining: Sheard v. Menge, 449.

3. Want of Prosecution—End of Cause of Action—Dispute as to—Summary Jurisdiction to Dispose of Costs in Chambers: Holdsworth v. Gaunt, 428.

4. Want of Prosecution—Refusal to Dismiss—Terms—Change of Venue—Speedy Trial—Costs: Patterson v. Todd, 868.

See Insurance, 2—Timber.

DISTRESS.

See Landlord and Tenant, 1.

DISTRIBUTION OF ESTATES.

See Will.

DISTRICT COURTS.

See Costs, 5.

DITCHES AND WATERCOURSES ACT.

Award—Reconsideration — Construction of Ditch—Charge for Engineer's Services—Letting Work—Breach of Contract — Reletting: Cudahee v. Township of Mara, 423; 12 O. L. R. 522.

DIVISION COURTS.

1. Jurisdiction—Interpretation of Statute—Public Health Act — Prohibition: Re Township of Ameliasburg v. Pitcher, 915.

2. Territorial Jurisdiction—Contract—Statute of Frauds—Cause of Action—Where Arising—Sale of Goods—Acceptance—Place of Delivery—Prohibition: Re Taylor v. Reid, 623, 763.

See Attachment of Debts, 1—Pleading, 1—Statutes, 3.

DIVISIONAL COURT.

See Appeal to Divisional Court.

DOCUMENTS.

See Discovery, 8.

DOMESTIC TRIBUNAL.

See Benefit Society—Medical Practitioner.

DOWER.

Lands Subject to Charge for Maintenance—Exchange for Other Lands—Conveyance to Chargee—Recital—Evidence to Contradict—Right to Dower Subject to Charge and to Lien for Improvements — Costs: Smith v. Smith, 654.

See Will, 3.

DRAINAGE.

See Municipal Corporations, 5-8.

DRUGGIST.

See Negligence, 1.

EASEMENT.

Light—Air—Ventilation — Private Way—Prescription — Proof—Injunction—Damages—Costs: Davids v. Newell, 297.

See Injunction, 2—Limitation of Actions, 2—Way, 2.

ELECTION.

See Criminal Law, 3—Parties, 4.

ELECTRIC POWER.

See Municipal Corporations, 15.

ELECTRIC WIRE.

See Negligence, 6.

ENGINEER.

See Ditches and Watercourses Act—Municipal Corporations, 6, 7—Street Railways, 1—Water and Watercourses, 6.

EQUITABLE ASSIGNMENT.

See Chose in Action, 1, 2.

EQUITABLE RELIEF.

See Vendor and Purchaser, 3.

ESTATE.

See Will.

ESTOPPEL.

Accounts of Municipal Treasurer—Giving Credit for Balance Due to Municipality from Estate of Former Treasurer—Recovery from Municipality of Moneys Paid by Treasurer out of his own Pocket—Statements of Account—Audit—Dividends on Insolvent Estate of Former Treasurer—Neglect to Proceed against Sureties—Laches—Inquiry as to Loss—Reference: Leslie v. Township of Malahide, 511.

See Bankruptcy and Insolvency, 2—Company, 7, 8—Insurance, 5.

EVIDENCE.

Master's Office—Reference to Take Partnership Accounts—Preliminary Examination of Defendant as to Surcharge—Discretion of Master to Direct—Appeal—Place of Examination—Defendant Resident out of the Jurisdiction—Power to Direct Attendance at Place within Jurisdiction—Foreign Commission—Naming Master as Commissioner: Connolly v. Connor, 74; 12 O. L. R. 304.

See Assessment and Taxes, 4—Bankruptcy and Insolvency, 3—Bills of Exchange and Promissory Notes, 4—Contract, 10, 12, 13—Costs, 12—Criminal Law, 3, 4—Crown, 2—Damages, 2—Discovery — Executors and Administrators, 1—Justice of the Peace—Landlord and Tenant, 2—Lunatic, 2—Master and Servant, 1—Negligence, 8—Sale of Goods, 2—Vendor and Purchaser, 7—Way, 3.

EXAMINATION OF JUDGMENT DEBTOR.

See Judgment Debtor.

EXAMINATION OF PARTIES.

See Discovery.

EXCESSIVE DISTRESS.

See Landlord and Tenant, 1.

EXECUTION.

See Company, 16.

EXECUTION CREDITORS.

See Costs, 2—Mortgage, 3.

EXECUTORS AND ADMINISTRATORS.

1. Action by Physician against Executrix of Deceased Patient—Remuneration for Professional Services—Account—Evidence — Corroboration—Costs: Wilson v. Bedson, 446.

2. Administrator pendente Lite—Powers of High Court and Surrogate Court as to Appointment of—Removal of Cause from Surrogate Court into High Court: Re Gooderham, 685.

3. Jurisdiction of Surrogate Court—63 Vict. ch. 17, sec. 18 (O.)—Compensation of Administrators Payable out of Portion of Estate—Trust Fund Set apart—Practice—Intituling of Order: Re Church, 983; 12 O. L. R. 18.

See Account, 2—Chose in Action, 2—Costs, 6—Interpleader, 3, 4—Master and Servant, 4—Mortgage, 1—Surrogate Courts—Will.

EXEMPTIONS.

See Assessment and Taxes, 2.

EXPROPRIATION.

See Municipal Corporations, 9—Railway, 3, 4—Water and Watercourses, 2.

EXTRA-PROVINCIAL CORPORATIONS.

See Constitutional Law.

FACTORIES ACT.

Meaning of "Factory"—Application of Act to Tailor Shop—Sanitary Conveniences—Neglect to Provide—Duty of Owner of Building Leased for Shop—Duty of Lessee as Employer—Construction of Act—Conviction of Owner: Rex v. Ferguson, 957.

See Master and Servant, 2—Police Magistrate, 1.

FARM CROSSING.

See Railway, 5.

FARMERS' SONS.

See Schools, 1.

FATAL ACCIDENTS ACT.

See Master and Servant, 10—Negligence, 1.

FENCES.

See Negligence, 3.

FIRE INSURANCE.

See Insurance, 2, 3.

FIXTURES.

See Landlord and Tenant, 4.

FOREIGN COMMISSION.

See Evidence.

FOREIGN DEFENDANTS.

See Writ of Summons.

FORFEITURE.

See Contract, 5, 7—Timber—Vendor and Purchaser, 3.

FORGERY.

See Bills of Exchange and Promissory Notes, 5.

FRAUD.

See Arrest—Assessment and Taxes, 4—Bankruptcy and Insolvency—Bills of Exchange and Promissory Notes, 3—Company, 8—Contract, 6, 9—Costs, 1—Crown, 2—Partnership, 1—Pleading, 5, 6—Surrogate Courts—Vendor and Purchaser, 5—Warehouse Receipts.

FRAUDULENT CONVEYANCE.

Issue as to—Determination in Favour of Validity—Appeal — Evidence that Conveyance Made as Security only—Refusal to Give Relief: Schuel v. Hamilton, 563.

See Husband and Wife, 2, 4.

GARNISHMENT.

See Attachment of Debts.

GIFT.

See Husband and Wife, 2, 4.

GOODWILL.

See Contract, 1.

GROSS NEGLIGENCE.

See Highway, 5—Trespass to Land, 2.

GUARANTEE.

See Principal and Surety—Trespass to Land, 1.

HAWKERS.

See Municipal Corporations, 2.

HIGH COURT OF JUSTICE.

See Appeal to Divisional Court—Executors and Administrators, 2—Schools, 2.

HIGHWAY.

1. County Boundary Line Road—Deviation — Adoption of Road already constructed—Municipal Act, sec. 654—Construction — Award—Jurisdiction of Arbitrators — Absence of Necessary Preliminaries — Counsel Attending before Arbitrators under Protest: Re Township of Normanby and Township of Carrick, 908.

2. Dedication — Plan — Registration—Lots Sold Fronting on Highway as Laid out—Incorporation of Village—Costs: McGregor v. Village of Watford, 479.

3. Non-repair—Injury to Person—Loose Iron Lid of Catch-basin in Sidewalk — Absence of Defect in Construction — Negligence — Notice—Inference — Municipal Corporation: Hobin v. City of Ottawa, 101, 589.

4. Non-repair—Injury to Person—Necessity for Guard-rail — Negligence—Liability of Municipal Corporations—Damages: Campbell v. Townships of Brooke and Metcalfe, 292.

5. Non-repair—Injury to Person—Snow and Ice—Notice to Municipal Corporation—Gross Negligence — Damages: Ludgate v. City of Ottawa, 257, 865.

6. Obstruction by Committee of Council of Township—Stakes in Highway to Mark Course of Ditch—Misfeasance—Liability of Corporation for Acts of Committee—Injury to Pedestrian on Highway—Damages: Biggar v. Township of Crowland, 819.

See Jury Notice, 1—Negligence, 6, 8—Railway, 1, 7—Street Railways—Trespass to Land, 1.

HIRING.

See Master and Servant, 1.

HUSBAND AND WIFE.

Alimony—Cruelty not Amounting to Personal Violence — Threats — Wife Leaving Husband—Justification — Findings of Trial Judge—Appeal: Lovell v. Lovell, 517.

2. Land Purchased by Husband — Conveyance Taken in Name of Wife—Gift or Settlement — Intention — Evidence — Improvidence—Absence of Relation of Confidence—Undue Influence not Shewn—Want of Independent Advice: Jarvis v. Jarvis, 902.

3. Marriage before 1859—Right of Wife to Dispose by Will of Property Acquired after Marriage: Jordan v. Frogley, 265.

4. Moneys Borrowed on Insurance Policy on Life of Husband of which Wife is Beneficiary—Separate Property of Wife—Business of Wife—Interest of Husband—Moneys Derived from Business — Execution against Husband as Member of Partnership—Property Liable to Satisfy Execution—Declaratory Judgment—Inquiry—Reference — Costs: Hogaboom v. Hill, 352, 815, 979.

See Chose in Action, 2—Damages, 3.

HYPOTHECATION OF SHARES.

See Broker.

ILLEGAL CONTRACT.

See Vendor and Purchaser, 3.

ILLEGAL DISTRESS.

See Landlord and Tenant, 1.

IMMORAL CONTRACT.

See Vendor and Purchaser, 3.

IMPOSSIBILITY OF PERFORMANCE.

See Contract, 8.

IMPROVEMENTS.

Mistake of Title — Improvements made after Demand of Possession—Delay in Bringing Action—Lien—Reference—Costs: Corbett v. Corbett, 88; 12 O. L. R. 268.

See Contract, 7—Crown, 2—Dower—Landlord and Tenant, 2—Trusts and Trustees—Water and Watercourses, 4.

IMPROVIDENCE.

See Contract, 1, 6—Crown, 2—Husband and Wife, 2.

INCOME ASSESSMENT.

See Assessment and Taxes, 2.

INDEMNITY.

See Parties, 7—Trespass to Land, 1.

INDEPENDENT CONTRACTOR.

See Trespass to Land, 2.

INFANT.

See Master and Servant, 9—Negligence, 5, 6—Payment into Court.

INJUNCTION.

1. Interim Injunction—Breach of Contract—Ability of Defendant to Respond in Damages—Affidavit Sworn before Issue of Writ of Summons—Dissolution of Injunction: Northern Construction Co. v. Swanson, 267.

2. Interim Injunction—Interference with Ancient Lights—Erection of Building—Speedy Trial: London and Canadian Loan and Agency Co. v. National Club, 291.

See Bankruptcy and Insolvency, 1—Company, 1—Conspiracy—Contract, 7, 9—Costs, 1—Damages, 2—Easement — Landlord and Tenant, 3 — Limitation of Actions, 2—Municipal Corporations, 6 — Parties, 2—Railway, 3—Schools, 1—Timber—Trespass to Land, 1—Water and Watercourses, 3.

INSOLVENCY.

See Bankruptcy and Insolvency.

INSPECTOR OF PRISONS.

See Crown, 1.

INSURANCE.

1. Accident—Action on Policy—Application for Policy—Untrue Statement by Insured—Findings of Jury—No findings as to Materiality—New Trial—Costs: Thomson v. Maryland Casualty Co., 598.

2. Fire—Breach of Statutory Condition—Subsequent Insurance without Assent of Defendants—Notice—Knowledge of Sub-agent—Dismissal of Action on Policy—Refund of Premium—Costs: Imperial Bank of Canada v. Royal Ins. Co., 148; 12 O. L. R. 519.

3. Fire—Subletting of Premises—Change in Nature of Risk—Notice to or Knowledge of Assured—Notice to Insurance Company—Knowledge of Agent—Absence of Notice in Writing—Statutory Conditions — Landlord and Tenant—Control of Landlord: London and Western Trusts Co. v. Canadian Fire Ins. Co., 273, 872.

4. Life—Assignment of Policy—Assignee for Value—"Beneficiary"—Insurance Act—Identification of Policy—Equitable Right—Creditors: Thomson v. Macdonnell, 721.

5. Life—Benefit of Wives and Children—Attempted Change of Beneficiary from Wife to Children—Application of Law Existing at Time of Attempt—Statute—Amendment Conferring Power to Change—Interference with Vested Right—Retroactivity—Estoppel: Cartwright v. Cartwright, 109; 12 O. L. R. 272.

6. Life—Change in Beneficiary—"Instrument in Writing"—Incomplete Will—Operation of—Insurance Act: Re Jansen, 17; 12 O. L. R. 63.

7. Life—Wife of Assured Designated as Sole Beneficiary—Death of Wife during Lifetime of Assured—Failure to Make New Designation—Children Entitled in Equal Shares: Re Henderson and Canadian Order of Odd-Fellows, 117.

See Benefit Society—Crown, 1—Husband and Wife, 4—Interest.

INTENT TO DEFRAUD.

See Arrest.

INTENT TO PREFER.

See Bankruptcy and Insolvency.

INTEREST.

Assignment of Insurance Policy in Trust to Secure Debt and Future Premiums—Contract for Payment of Interest — Construction — Rate and Mode of Computing Interest—Interest Act—Application — Statute of Limitations — Trustee—Costs—Subrogation—Counsel Fees—Question between Defendants: Robinson v. Ætna Ins. Co., 949.

See Bills of Exchange and Promissory Notes, 1—Broker—Company, 14—Contract, 8—Crown, 1—Judgment, 2—Railway, 6.

INTERPLEADER.

1. Action for—Previous Refusal of Summary Application—Stay of Proceedings in Separate Actions Brought against Interpleading Parties: Elgie & Co. v. Edgar, Edgar v. Elgie & Co., Clemens v. Elgie & Co., 307.

2. Application for Order—Stakeholder—Chattel Mortgage—Surplus in Hands of Mortgagee—Claim Under Order for Payment of Part of Surplus—Claim under Purchase from Mortgagor: Re Elgie, Edgar, and Clemens, 33, 299.

3. Moneys Deposited in Bank—Death of Depositor—Will—Judgment Establishing—Rights of Executor—Adverse Claim under Agreement: Re Dominion Bank and Kennedy, 755, 834.

4. Money Deposited in Bank to Credit of Three Executors—Right of Two to Withdraw—Dispute—Right of Bank to Interplead—Bank Act: Re Bank of Toronto and Dickinson, 323.

See Chose in Action, 1.

INTOXICATING LIQUORS.

See Municipal Corporations, 10-14.

INVESTMENT.

See Mortgage, 1.

IRREGULARITY.

See Judgment, 2 — Jury Notice, 1 — Venue, 9.

JOINDER OF PARTIES.

See Parties.

JOINT TORT-FEASORS.

See Master and Servant, 4.

JUDGMENT.

1. Default Judgment — Motion to Set aside—Defence — Merits—Leave to Defend — Terms—Judgment Standing as Security—Costs: Bank of Nova Scotia v. Ferguson, 907.

2. Issue as to Validity of Default Judgment — Motion to Set aside Judgment after 15 Years — Service of Writ of Summons—"Signing Judgment"—Sufficiency—Form of Judgment—Special Indorsement of Writ—Price of Goods Sold—Stated Account — Interest — Nullity of Judgment—Irregularity — Setting aside Judgment—Terms: Green v. George, 247, 787.

3. Summary Judgment—Rule 603 — Action on Promissory Note — Defence—Note given on Conditional Undertaking: Haines v. Yearsley, 856.

4. Summary Judgment — Rule 603—Defence—Failure to Shew—Refusal of Leave to File Second Affidavit—Conditional Leave to Defend—Payment into Court: Crown Bank of Canada v. Bull, 8, 77.

5. Summary Judgment — Rule 603—Delay in Applying — Defences — Dismissal of Motion: German American Bank v. Keystone Sugar Co., 634; 12 O. L. R. 555.

6. Summary Judgment—Rule 603—Suggested Defence—Bank — Account — Reference: Montgomery v. Ryan, 430, 467.

7. Summary Judgment — Rule 608—Action for Money Demand—Effect of Delay—Payment into Court: Lakefield Portland Cement Co. v. E. A. Bryan Co., 305.

See Account, 2—Bills of Exchange and Promissory Notes, 5.

JUDGMENT CREDITORS.

See Creditors' Relief Act — Money in Court.

JUDGMENT DEBTOR.

Examination of—Costs of—Examination of Transferee—Disposition of Costs: Traviss v. Hales, 118.

JUDICIAL PROCEEDING.

See Lunatic, 1.

JURISDICTION.

See Benefit Society — Costs, 5 — Dismissal of Action, 3—Division Courts—Highway, 1—Mines and Minerals—Parliamentary Elections, 3—Payment into Court—Pleading, 1, 3—Police Magistrate, 2—Statutes, 1—Surrogate Courts.

JURY.

See Animals — Appeal to Divisional Court, 1 — Bills of Exchange and Promissory Notes, 3, 5—Carriers—Insurance, 1—Master and Servant, 3-6, 9-12—Negligence, 4-6, 9, 10, 12, 13—Street Railways, 2, 3, 4, 6—Vendor and Purchaser, 8.

JURY NOTICE.

1. Irregularity — Striking out — Action against Municipal Corporation — Non-repair of Highway: Burns v. City of Toronto, 867.

2. Striking out — Separate Sittings for Jury and Non-jury Cases—Practice: Montgomery v. Ryan, 855.

JUS TERTII.

See Timber.

JUSTICE OF THE PEACE.

Conviction—Liquor License Act—Weight of Evidence—Review on Motion to Quash — Conduct of Magistrates — Costs: Rex v. McArthur, 694.

See Lunatic, 1—Police Magistrate.

KEEPING COMMON BETTING HOUSE.

See Criminal Law, 2.

LACHES.

See Contract, 6 — Estoppel—Municipal Corporations, 14 — Municipal Elections.

LAND TITLES ACT.

See Contract, 9—Crown, 2.

LANDLORD AND TENANT.

1. Distress for Rent — Suspension of Remedy—Promissory Note—Rent of Chattels — Abatement of Claim — Illegal Distress—Excessive Distress —Detention of Chattels—Damages—Counterclaim: Armstrong v. Sherlock, 577.

2. Lease of Property of Municipal Corporation—Expiration of Term—Payment by Corporation for Buildings and Permanent Improvements — Filling-in of Water Lots — Work Done under Prior Leases—Evidence as to Meaning of "Permanent Improvements"—Admissibility— Work Done by Sub-tenant — Arbitration—Value of Buildings — "Worth" — Costs—Powers of Official Arbitrator —Statute—Retroactivity — Practice and Procedure—Discretion—Appeal: Re Dalton and City of Toronto, 154; 12 O. L. R. 582.

3. Oral Agreement for Lease—Tenant in Possession — Disturbance of Possession—Trespass—Lease to Stranger—Notice—Registry Laws—Damages—Injunction: Hare v. Krick, 620.

4. Vault Door Placed on Demised Premises by Tenant—Annexation to Freehold — Fixture — Removal after Expiry of Term — Waste — Damages: Cronkhite v. Imperial Bank of Canada, 18.

See Insurance, 3.

LEASE.

See Landlord and Tenant—Railway, 6 —Specific Performance, 1.

LEASE OR LICENSE.

See Contract, 7.

LEAVE AND LICENSE.

See Water and Watercourses, 5.

LEAVE TO APPEAL.

See Appeal to Court of Appeal.

LEAVE TO DEFEND.

See Judgment, 1, 2, 4—Pleading, 7.

LEAVE TO PROCEED.

See Company, 10.

LEGACIES.

See Will.

LIBEL.

See Discovery, 1.

LICENSE.

See Contract, 9—Copyright—Municipal Corporations, 2, 4—Timber.

LIEN.

See Dower—Improvements—Mechanics' Liens—Partnership, 2.

LIFE INSURANCE.

See Insurance, 4-7.

LIGHT.

See Easement—Injunction, 2.

LIMITATION OF ACTIONS.

1. Conveyance of Land — Security — Agreement—Default—Redemption — Sale by Public Auction—Possession: Patterson v. Dart, 800.

2. Title by Possession to Upper Storey of Building with outside Landing and Staircase—Declaratory Judgment — Refusal of — Injunction Restraining Defendants from Interfering with Possession of Portion of Building—Easement: Iredale v. Loudon, 963.

See Bills of Exchange and Promissory Notes, 1 — Contract, 6—Interest — Railway, 5.

LIQUIDATOR.

See Parties, 7.

LIQUOR LICENSE ACT.

See Justice of the Peace — Municipal Corporations, 10-14.

LOAN.

See Bills of Exchange and Promissory Notes, 1—Company, 3.

LOAN COMPANY.

See Company, 2.

LOAN CORPORATIONS ACT.

See Company, 2.

LOCAL MASTER.

See Appeal to Divisional Court, 2.

LOCAL OPTION BY-LAW.

See Municipal Corporations, 10-14.

LORD CAMPBELL'S ACT.

See Master and Servant, 10 — Negligence, 1.

LUNATIC.

1. Magistrate's Commitment of Sane Person as a Lunatic—Judicial Proceeding — Subsequent Discharge — Action for Damages — Malicious Prosecution — Failure to Prove Favourable Termination: Bush v. Park, 566; 12 O. L. R. 180.

2. Moneys Expended in Maintenance of Lunatic not so Found—Right to Recover—Ability to Contract — Necessaries — Evidence: Prest v. Prest, 659.

MAINTENANCE.

See Dower—Lunatic, 2.

MALICIOUS ARREST AND PROSECUTION.

Arrest by Person Employed as Watchman by and Appointed Constable on Recommendation of Railway Company—Liability of Railway Company—Express or Implied Authority—Interference—Railway Act: Thomas v. Canadian Pacific R. W. Co., Bush v. Canadian Pacific R. W. Co., 93.

See Lunatic, 1.

MANDAMUS.

See Mines and Minerals.

MANDATORY ORDER.

See Way, 1.

MARRIAGE.

See Husband and Wife.

MASTER AND SERVANT.

1. Contract of Hiring—Covenant by Servant not to Enter into Similar Employment at Termination of Engagement—Oppressive and Void Contract—Wrongful Dismissal—Damages — Evidence — Admissibility: Harvison v. Cornell, 697.

2. Injury to Servant—Negligence—Dangerous Machine—Absence of Guard—Factories Act—Proximate Cause of Injury — Damages: McBain v. Waterloo Manufacturing Co., 333.

3. Injury to Servant—Negligence—Dangerous Work — Neglect to Provide Safeguards — Evidence for Jury — Excessive Damages: Allan v. Sawyer-Massey Co., 269; 12 O. L. R. 282.

4. Injury to Servant—Negligence—Dangerous Work—Proximate Cause of Injury—Findings of Jury—Common Law Liability — Workmen's Compensation Act—Joint Tort-feasors—Death of One—Action against Survivor and Executors of Deceased—Excessive Damages — New Trial: Casselman v. Barry, 198.

5. Injury to Servant—Negligence—Defect in Machine—Findings of Jury: McCarthy v. Kilgour, 515.

6. Injury to Servant — Negligence—Defective Condition of Machine—Findings of Jury: Connell v. Ontario Lantern and Lamp Co., 201.

7. Injury to Servant—Negligence—Defective Scaffolding — Liability at Common Law — Workmen's Compensation Act—Want of Inspection: Keiller v. John Inglis Co., 170.

8. Injury to Servant — Negligence — Workmen's Compensation Act—Notice of Accident—Reasonable Excuse for Failure to Give — Release of Cause of Action — Inadequacy of Payment — Surrounding Circumstances—Invalidity: Smith v. McIntosh, 472.

9. Injury to Servant — Negligence of Fellow Servant — Workmen's Compensation Act — Person to whose Orders Plaintiff Bound to Conform — Evidence — Findings of Jury — Damages—Claim of Father of Infant Plaintiff for Medical Expenses and Loss of Services—Absence of Evidence to Support — Infant Plaintiff Apprenticed to Defendants—Duty of Defendants to Supply Medical Attendance—Right of Infant to Require Payment of Wages to himself: Shea v. John Inglis Co., 208; 12 O. L. R. 80.

10. Injury to Servant and Consequent Death — Negligence — Action under Fatal Accidents Act—Action Maintainable although Deceased an Alien and Action Brought for Benefit of Aliens Resident abroad: Gyorgy v. Dawson, 784.

11. Injury to Servant and Consequent Death—Negligence — Common Law Liability—Workmen's Compensation Act—Defect in Engine—Repair—Inspection—Reasonable Care— Person Intrusted with Duty of Providing Proper Appliances — Findings of Jury—Interpretation of—Refusal to Grant New Trial: Schwoob v. Michigan Central R. R. Co., 710.

12. Injury to Servant and Consequent Death—Negligence — Destruction of Vessel by Fire — Warning—Watchman—Common Employment — Findings of Jury—Absence of Evidence to Sustain — Nonsuit: Finch v. Northern Navigation Co., 412.

13. Injury to Third Person by Negligence of Servant—Responsibility of Master—Servant in Charge of Master's Vehicle, but Departing from Course of Employment—Negligence: Willis v. Belle Ewart Ice Co., 331; 12 O. L. R. 526.

See Conspiracy—Costs, 1 — Negligence, 8, 10—Parties, 5, 8.

MASTER'S OFFICE.

See Evidence—Mortgage, 3.

MECHANICS' LIENS.

Time for Registering Lien — Completion of Work — Contract—Work to be Done to Satisfaction of Architects—Work Done after Registration of Lien — Form of Judgment—Money in Court — Reference—Costs: Vokes Hardware Co. v. Grand Trunk R. W. Co., 24; 12 O. L. R. 344.

See Railway, 2.

MEDICAL PRACTITIONER.

College of Physicians and Surgeons of Ontario — Erasure of Name from Register — Ontario Medical Act — "Infamous and Disgraceful Conduct in a Professional Respect"—Advertising Remedy for Disease—Secrecy as to Preparation of Remedy — Misleading or Defrauding Public — Inquiry by Committee of Medical Council — Adoption of Report — Charge — Refusal of Particulars — Change in Nature of Alleged Offence — Mistrial — Appeal: Re Crichton, 841.

MERGER.

See Way, 1.

MINERAL LANDS.

See Assessment and Taxes, 3.

MINES AND MINERALS.

Ontario Mines Act, 1906 — Claims for Mining Locations—Duty of Mining Recorder to Record — Applications for Mandamus — Ministerial Act — Result of Failure to Record—Rights of Applicants — Previous Adverse Claims Undisposed of—Bar to Recording Fresh Claims — Affidavit — Form — Appeal to Mining Commissioner — Judicial Functions of Recorder — Concurrent Jurisdiction of Mining Commissioner to Grant Mandamus — Powers of High Court — Merits—Discretion — Intituling Proceedings in Court—Costs: Munro v. Smith, Mackie v. Smith, Richardson v. Smith, 452.

See Contract, 9—Crown, 2—Discovery, 3.

MINING COMMISSIONER.

See Mines and Minerals.

MINING RECORDER.

See Mines and Minerals.

MISFEASANCE.

See Highway, 6.

MISTAKE.

See Appeal to Court of Appeal, 2 — Chose in Action, 1—Improvements—Surrogate Courts—Vendor and Purchaser, 2, 5, 8.

MONEY IN COURT.

Ownership of — Partnership—Judgment Creditors—Stop Orders — Creditors' Relief Act—Payment out to Sheriff for Distribution: Campbell v. Croil, 67.

See Payment into Court.

MORTGAGE.

1. Assignment—Agreement — Executors —"Acting Executor"—Solicitors — Investment of Funds—Liability for Loss: Carman v. Wightman, 572.

2. Power of Sale—Notice of Exercising —Omission to Serve on Mortgagor and Wife—Conveyance of Equity of Redemption—Vendor and Purchaser —Objection to Title: Re Muffitt and Mulvihill, 347.

3 Redemption — Priorities — Execution Creditors Proving Claims in Master's Office — Payment of Mortgagee's Claim — Subsequent Statutory Assignment for Creditors—Rights of Assignee — Assignments and Preferences Act, sec. 11: Federal Life Assurance Co. v. Stinson, 929.

See Costs, 6—Fraudulent Conveyance —Limitation of Actions, 1.

MUNICIPAL CORPORATIONS.

1. Bridge—Maintenance and Repair by County—Length of Bridge—Mode of Estimating — Municipal Act, secs. 605, 617a: Re County of Victoria and Township of Carden, Re Mud Lake Bridge, 1; 12 O. L. R. 159.

2. By-law Fixing License Fees for Hawkers — Conviction — Motion to Quash — Attacking Validity of By-law — Prohibition under Guise of License—Finding of Magistrate—Review by Court—Objections to By-law upon Extrinsic Grounds—Repeal of Amending By-law — Effect of—Statute Authorizing By-law—Proviso—Negativing — Amendment of Conviction—Costs: Rex v. Laforge, 104, 551; 12 O. L. R. 308.

3. By-law for Raising Money to Construct Sidewalks — Submission to Electors — Failure to Comply with sec. 342 of Municipal Act—Appointment of Scrutineers—Date of Issue of Debentures—Date of Payment — Quashing By-law — Costs: Re Kerr and Town of Thornbury, 451.

4. By-law Regulating Sale of Cigarettes —Excessive License Fee — Prohibitive By-law—Quashing: Re Talbot and City of Peterborough, 274; 12 O. L. R. 358.

5. Drainage—Deposit of Earth on Plaintiff's Land—Claim for Compensation —Remedy—Action—Forum—Drainage Referee: Burke v. Township of Tilbury North, 457, 862.

6. Drainage—Flooding Lands—Cause of Action — Injunction — Damages — Drainage Referee—Appeal while Reference still Pending — Negligence—Insufficiency of Excavation — Improper Deposit of Material Excavated—Breach of Trust — Allowing Contractor to Escape from Obligation as to Place of Deposit—Engineer — Directions of — Depth and Width of Excavations: McOuat v. United Counties of Stormont, Dundas, and Glengarry, 40.

7. Drainage — Petition for Drainage Scheme—Report of Engineer—Delay in Making — Death of Petitioners meanwhile—Extensions of Time by Council after Time Expired — Invalidity of Report—By-law Founded thereon—Powers of Council—Provisions of Drainage Act—Conditions: Re McKenna and Township of Osgoode, 713.

8. Drainage — Petition for Work — Majority of Owners to be Benefited — Assessment for Outlet—Assumption of Award Drain—Enlargement and Extension into New Territory—Exit —Pipe under Railway Embankment —Enlargement—Effect: Fairbairn v. Township of Sandwich South, 925.

9. Expropriation of Land—Property of Street Railway Company Designed for Car Barn—Action to Restrain Council from Passing By-law — Declaratory Judgment—Refusal to Pronounce — Discretion — Appeal: Toronto R. W. Co. v. City of Toronto, 78, 431.

10. Local Option By-law — Motion to Quash—Objections—Voting—Notices —Character of Type—Posting—Public Places—Tenants Voting without Right—Effect on Majority—Refusal to Swear Voter—Undue Influence—Bribery—Coercion — Boycotting — Proof of Offences—Promise to Erect Building in Village: Re Leahy and Village of Lakefield, 743.

11. Local Option By-law — Motion to Quash—Vote of Ratepayers—Town Divided into Wards—Right of Persons Owning Property in Different Wards to Vote more than once — Voters Deprived of Right — Confusion from Colour of Ballot Papers —Persons Voting without Right — Irregularities in Voting—Effect on Result—Municipal Act, sec. 204: Re Sinclair and Town of Owen Sound, 239, 298, 460, 974; 12 O. L. R. 488.

12. Local Option By-law—Submission to Electors — Voting by Non-resident Tenants—Majority Procured by Bribery—Treating — Supporter of By-law Acting from Personal Motives—Extent of Treating—Influence upon Majority: Re Gerow and Township of Pickering, 356, 497; 12 O. L. R. 545.

13. Local Option By-law—Irregularities —Publication of Notice of Day for Taking Votes—Mistake—Correction —Passing of By-law by Council — Validity of Election of Members — De Facto Councillors — Signing of By-law by Reeve — Resignation — Acceptance: Re Vandyke and Village of Grimsby, 81.

14. Local Option By-law — Motion to Quash—Technical Objections — Substantial Compliance with Statute — Delay in Moving—Discretion — Refusal to Quash: Re Robinson and Village of Beamsville, 689.

15. Purchase and Sale of Electrical Energy — Powers of Corporation — Special Act—Construction—By-laws —Ultra Vires—Contract — Debentures—Acquisition of Plant of Going Concern — Purchase of Supply of Power—By-law Creating Debt not Payable within Municipal Year: Ottawa Electric Co. v. City of Ottawa, 204; 12 O. L. R. 290.

16. Sewer — Insufficiency — Backing up Water into Cellar of House—Liability of Corporation: Faulkner v. City of Ottawa, 126.

See Assessment and Taxes—Costs, 8—Discovery, 4—Estoppel—Highway—Jury Notice, 1—Landlord and Tenant, 2—Negligence, 5, 11, 13—Railway, 7—Statutes, 2 — Street Railways, 1—Water and Watercourses, 5, 6.

MUNICIPAL ELECTIONS.

Motion to Avoid Election of Reeve—Delay for Nine Months after Relator's Knowledge of Disqualification — 3 Edw. VII. ch. 18, sec. 33 (O.)—Construction—Dismissal of Motion—Interest in Contract with Corporation: Rex ex rel. Hunt v. Genge, 583.

NAVIGABLE WATERS.

See Negligence, 11—Trespass to Land, 1—Water and Watercourses.

NECESSARIES.

See Lunatic, 2.

NEGLIGENCE.

1. Druggist—Sale of Liniment Containing Poison — Neglect to Label as Poison — Warning to Purchaser — Death of Purchaser by Drinking — Liability of Druggist—Action under Fatal Accidents Act—Expectation of Benefit: Antoine v. Duncombe, 719.

2. Injury to and Consequent Death of Fisherman on Fishing Tug—Steamboat Inspection Act — Dominion Rules and Regulations—Failure to Comply with—Life Saving Apparatus: Sturgeon v. Port Burwell Fish Co., 12 O. L. R. 154.

3. Injury to Animal — Fences—Failure to Shew Cause of Injury—Nonsuit—Contractor for Building of Fence along Right of Way of Power Company: Benner v. Dickenson, 752.

4. Injury to Bicyclist by Motor-car — Evidence for Jury — Setting aside Nonsuit—New Trial: Haverstick v. Emory, 528.

5. Injury to Child Playing in Street at Level Railway Crossing — Hand-car —By-law of Municipality—Contributory Negligence—Findings of Jury—Duty to Give Warning of Approach of Hand-car — Damages: Burtch v. Canadian Pacific R. W. Co., 837.

6. Injury to Infant — Electric Wire — Proximity to Highway—Nuisance—Jury: Gloster v. Toronto Electric Light Co., 57; 12 O. L. R. 413.

7. Injury to Person—Falling of Wall of Building — Exceptional Storm —Defective Construction — Employment of Competent Superintendent and Builder—Cause of Injury: Valiquette v. Fraser, 55; 12 O. L. R. 4.

8. Injury to Person by Omnibus in Highway—Action against Owner—Relation between Driver and Owner — Master and Servant or Bailor and Bailee—Question of Fact—Evidence —Inferences—Review by Appellate Court: Fleuty v. Orr, 793.

9. Injury to Person Bicycling by Overtaking Street Car—Unusual Position of Car—Speed—Defect in Fender—Failure of Plaintiff to Look behind—Contributory Negligence—Proximate Cause of Injury—Evidence for Jury —Findings of Jury: Heath v. Hamilton Street R. W. Co., 32, 937.

10. Injury to Servant — Contributory Negligence—Findings of Jury—Disagreement — Nonsuit — Master and Servant: Wilson v. Hamilton Steel and Iron Co., 525.

11. Injury to Ship—Navigable River—Erection of Bridge—County Corporation—Leaving Sunken Piles in River — Injury to Ship — Contributory Negligence—Conflicting Evidence — Findings of Trial Judge: McAuliffe v. County of Welland, 522.

12. Injury to Workman — Contributory Negligence—Finding of Jury: Kent v. John Bertram Sons Co., 874.

13. Injury to Yardsman—Municipal Corporation—Coal Yard—Railway Siding — Construction of Wall — Evidence—Findings of Jury—Nonsuit: Hammill v. Grand Trunk R. W. Co. and City of Hamilton, 434.

See Animals—Contract, 8—Damages, 3 — Highway, 3-6 — Master and Servant, 2-13—Municipal Corporations, 6—Parties, 3, 8—Railway, 1—Street Railways, 2-6—Trespass to Land, 2.

NEW TRIAL.

See Appeal to Divisional Court, 1 — Bills of Exchange and Promissory Notes, 4—Costs, 10—Criminal Law, 4—Damages, 3—Insurance, 1—Master and Servant, 4, 11—Negligence, 4—Street Railways, 2, 5.

NON-REPAIR OF HIGHWAY.

See Highway, 3, 4, 5—Jury Notice, 1.

NONSUIT.

See Master and Servant, 12 — Negligence, 3, 4, 10, 13 — Street Railways, 5.

NOTICE.

See Chose in Action, 2—Contract, 9—Crown, 2 — Highway, 3, 5 — Insurance, 2, 3—Landlord and Tenant, 3 —Railway, 3 — Statutes, 2 — Street Railways, 1—Writ of Summons, 2.

NOTICE OF ACCIDENT.

See Master and Servant, 8.

NOTICE OF APPEAL.

See Appeal to Supreme Court of Canada.

NOTICE OF SALE.

See Mortgage, 2.

NOTICE OF TRIAL.

See Parties, 8.

NOTING PLEADINGS CLOSED.

See Pleading, 7.

NUISANCE.

See Criminal Law, 1—Negligence, 6.

OBSTRUCTION OF HIGHWAY.

See Highway, 6.

OFFICIAL ARBITRATOR.

See Landlord and Tenant, 2.

ONTARIO CONTROVERTED ELECTIONS ACT.

See Parliamentary Elections.

ONTARIO MEDICAL ACT.

See Medical Practitioner—Statutes, 1.

ONTARIO MINES ACT.

See Mines and Minerals.

OPTION.

See Contract, 5—Vendor and Purchaser 8.

ORDER IN COUNCIL.

See Crown, 1.

PARENT AND CHILD.

See Master and Servant, 9.

PARLIAMENTARY ELECTONS.

1. Corrupt Practices—Proof of Agency—Appointment as Scrutineer—Burden of Proof—Common Law of Parliament—Corrupt Acts and Irregularities apart from Agency—Scrutiny of Votes—Disqualification of Voter — Crown Lands Agent—Person Voting in Wrong Subdivision — Agent or Scrutineer at Polls—Persons Voting on Transfer Certificates—Names not on Voters' Lists—Proof of Voters' Lists — Persons Voting in Wrong Subdivision without Transfer Certificates—Persons Voting on Certificates Signed in Blank—Constables—Certificates by Telegraph—Tendered Vote—Costs: Re Port Arthur and Rainy River Provincial Election, Preston v. Kennedy, 46: 12 O. L. R. 453.

2. Controverted Election Petition—Particulars — Scrutiny — Supplemental Particulars after Scrutiny Begun and Adjourned—New Charges—Controverted Election Rules 20, 24 — Costs: Re Port Arthur and Rainy River Provincial Election, Preston v. Kennedy, 419; 12 O. L. R. 508.

3. Controverted Election — Scrutiny of Votes—Ruling of Trial Judge as to Disqualification of Class of Voters—No Jurisdiction in Court to Entertain Appeal—Provisions of Ontario Controverted Elections Act: Re Port Arthur and Rainy River Provincial Election, Preston v. Kennedy, 606.

PARTICULARS.

See Medical Practitioner—Parliamentary Elections, 2—Parties, 5.

PARTIES.

1. Addition of Defendant — Motion by Original Defendants—Guarantors of Promissory Note — Avoidance of Multiplicity of Proceedings — Judicature Act: Reid v. Goold, 642.

2. Creditors' Action—Payment of Plaintiff's Claim—Motion to Add another Creditor as Plaintiff — Practice — Costs—Injunction: Driffill v. Ough, 496.

3. Joinder of Defendants—Cause of Action—Pleading — Negligence: Campbell v. Cluff, 740, 780.

4. Joinder of Defendants — Pleading — Specific Performance — Motion to Compel Plaintiff to Elect to Proceed against One of Two Defendants—One Claim against both Defendants: Davies v. Sovereign Bank, 484, 554.

5. Joinder of Defendants — Pleading — Statement of Claim — Joint or Several Cause of Action — Master and Servant — Injury to Servant—Joint Employment — Particulars — Rule 192: Symon v. Guelph and Goderich R. W. Co., 320.

6. Joinder of Defendants — Pleading — Statement of Claim — Multifariousness — Embarrassment: Howland v. Chipman, 640.

7. Third Party Procedure — Action by Liquidators of Insolvent Company against Directors—Illegal Acts Depleting Capital of Company—Relief over against Individual Shareholders in Respect of Payments to Them — Rule 209 — Scope of — Indemnity, Contribution, or Relief over: London and Western Trusts Co. v. Loscombe, 327, 406, 494.

8. Third Party Procedure—Master and Servant—Action for Death of Servant — Negligence — Condition of Railway Track—Breach of Implied Warranty of Safety—Relief over—Damages—Other Actions Arising out of same Accident—Notice of Trial of Third Party Issue: Mahoney v. Canada Foundry Co., 651; 12 O. L. R. 514.

See Assessment and Taxes, 4 — Company, 4, 11 — Contract, 10 — Discovery — Pleading, 2 — Trespass to Land, 1—Water and Watercourses, 2—Writ of Summons, 3.

PARTNERSHIP.

1. Dissolution—Claim against Withdrawing Partner—Moneys of Firm Used for Private Purposes—Sale of Interest without Deduction—Construction of Agreement—Reformation — Fraud: Greig v. Macdonald, 61.

2. Dissolution—Reference to Take Accounts—Partnership Articles—Covenant for Payment of Specified Sum—Lien for—Report of Master—Special Circumstance: Cameron v. Peters, 359.

See Bills of Exchange and Promissory Notes, 5 — Contract, 1 — Costs, 1—Covenant—Evidence — Husband and Wife, 4—Money in Court — Warehouse Receipts.

PASSENGER.

See Carriers—Street Railways, 3, 4.

PATENT FOR INVENTION.

See Discovery, 8.

PAYMENT INTO COURT.

Funds in Hands of Trustee de son Tort —Constructive or Express Trustee—Trustee Relief Act—Infant Cestui que Trust—Jurisdiction of Court to Order Infant's Money into Court on Summary Application—Contract between Original Trustee and Transferee of Fund: Re Preston, 828.

See Contract, 11—Judgment, 4, 7—Sale of Goods, 5.

PENALTY.

See Contract, 7.

PERPETUATION OF TESTIMONY.

See Contract, 10.

PHYSICIANS AND SURGEONS.

See Medical Practitioner.

PLANS.

See Highway, 2—Railway, 4.

PLANT.

See Assessment and Taxes, 3.

PLEADING.

1. Counterclaim—Exclusion of—Terms—Action for Conspiracy against Three Defendants — Counterclaim by One Defendant on Promissory Note — Division Court Jurisdiction: O'Leary v. Gordon, 145.

2. Counterclaim—Motion to Strike out—Irrelevancy—Company — Parties — Joinder of Plaintiffs—Costs: Woodruff Co. v. Colwell, 747.

3. Defences to Counterclaim—Motion to Strike out Paragraphs—Contract—Breach—Agency—Conclusion of Law —Joint Agreement — Foreign Defendants—Submission to Jurisdiction by Pleading to Counterclaim: Yapp v. Peuchen, 569.

4. Statement of Claim—Action for Damages for Breach of Contract by Brokers to Purchase and Deliver Shares —No Allegation of Tender or Payment of Price—Amendment: Collier v. Heintz, 632.

5. Statement of Claim — Amendment after Issue Joined and Parties Examined for Discovery—Leave to Set up Fraud — Discretion—Appeal—Costs: Harrison v. Boswell, 635.

6. Statement of Claim—Striking out—Embarrassment — Fraud — Setting out Facts and Circumstances—Anticipating Defence—Leave to Amend: Wagar v. Carscallen, 426, 486.

7. Statement of Defence—Default in Delivery of—Noting Pleadings Closed —Setting Aside Note and Leave to Defend—Terms—Costs: Copeland-Chatterson Co. v. Lyman Brothers, 876.

See Defamation—Discovery, 2—Parties —Venue.

POISON.

See Negligence, 1.

POLICE MAGISTRATE.

1. Charge under Ontario Factories Act —Discharge of Accused — Application for Stated Case—Time for Making: Rex v. Ferguson, 306; 12 O. L. R. 411.

2. Jurisdiction—City Magistrate — Appointment of Magistrate for County —Conviction—Motion to Quash: Rex v. Spellman, 700.

See Attachment of Debts, 2—Factories Act.

POLL TAX.

See Carriers.

POSTPONEMENT OF TRIAL.

See Costs, 9.

POWER OF APPOINTMENT.

See Will, 1.

POWER OF SALE.

See Mortgage, 2.

PRACTICE.

See Account—Appeal to Court of Appeal—Appeal to Divisional Court—Appeal to Privy Council—Appeal to Supreme Court of Canada—Arrest—Assessment and Taxes, 4—Attachment of Debts—Bills of Exchange and Promissory Notes, 5—Chose in Action, 1—Company, 4, 10, 11, 15—Costs — Creditors' Relief Act—Criminal Law, 1—Damages, 2—Defamation — Discovery—Dismissal of Action — Evidence — Executors and Administrators, 2, 3—Injunction, 1—Interpleader — Judgment — Judgment Debtor—Jury Notice — Landlord and Tenant, 2 — Mechanics' Liens—Mines and Minerals—Money in Court—Parliamentary Elections, 2—Parties—Payment into Court—Pleading — Police Magistrate, 1—Schools, 2—Stay of Proceedings—Trade Mark—Trespass to Land, 1—Venue—Way, 3—Writ of Summons.

PRACTISING MEDICINE.

See Statutes, 1.

PREFERENCE.

See Bankruptcy and Insolvency, 3-6.

PRESCRIPTION.

See Easement—Way, 2, 3.

PRESUMPTION.

See Bankruptcy and Insolvency.

PRINCIPAL AND AGENT.

Agent's Commission on Sale of Land — Purchaser Introduced by Third Person—Sub-agency of Third Person—Evidence of: Prittie v. Richardson, 981.

See Architect—Insurance. 2, 3—Vendor and Purchaser, 1, 4.

PRINCIPAL AND SURETY.

Bond for Fidelity of Agent of Insurance Company—Advances to Agent and Premiums not Paid over—Construction of Bond—Application to Existing Agreement between Agent and Company—Withholding from Surety Information as to Material Facts—Release: Chicago Life Insurance Co. v. Duncombe, 898.

PRIVATE WAY.

See Way.

PRIVILEGE.

See Defamation—Discovery, 1, 8.

PRIVY COUNCIL.

See Appeal to Privy Council.

PRODUCTION OF DOCUMENTS.

See Discovery, 8.

PROFITS A PRENDRE.

See Contract, 7.

PROHIBITION.

See Division Courts, 1, 2—Statutes, 3.

PROMISSORY NOTES.

See Bills of Exchange and Promissory Notes—Company, 7, 8.

PROVINCIAL LEGISLATURE.

See Constitutional Law.

PUBLIC HEALTH ACT.

See Division Courts, 1.

PUBLIC OFFICER.

See Attachment of Debts, 2.

PUBLIC POLICY.

See Attachment of Debts, 2.

PUBLIC SCHOOLS.

See Schools.

PUBLICATION.

See Copyright.

QUANTUM MERUIT.

See Contract, 12, 14.

QUORUM.

See Company, 1.

RACING.

See Criminal Law.

RAILWAY.

1. Animal Killed on Track—Escape to Highway from Enclosure — Open Gate from Highway to Track — Negligence — Liability: Lebu v. Grand Trunk R. W. Co., 418; 12 O. L. R. 590.

2. Dominion Undertaking — Mechanics' Liens—Provincial Act—Application of — Constitutional Law: Crawford v. Tilden, 548.

3. Expropriation of Land — Defective Proceedings — Injunction— Special Act—Incorporation of Provisions of General Act Subsequently Passed—Notices of Expropriation—Failure to State Extent of Estate or Interest to be Acquired—Uncertainty—Warrant for Immediate Possession — Proof of Notice under sec. 171 of Railway Act, 1903—Necessity for: Lees v. Toronto and Niagara Power Co., 294; 12 O. L. R. 505.

4. Expropriation of Land — Immediate Possession—Necessity for—Station Site—Plans not Prepared: Re Williams and Grand Trunk R. W. Co., 277.

5. Injury to Land by Laying Double Tracks—Action for Damages — Remedy by Arbitration under Railway Act—Farm Crossing — Blocking by Heaping up Snow — Actionable Wrong—Limitation of Time for Bringing Action—Blocking of Drains —Assessment of Damages — Costs: Knill v. Grand Trunk R. W. Co., 870.

6. Leasehold Interest in Land—Sub-lease —Covenant—Payment of Rent—Acquisition of Fee—Compensation—Interest — Agreement — Reference — Costs: Canadian Pacific R. W. Co. v. Grand Trunk R. W. Co., 299.

7 Protection of Public at Highway Crossings—Gates and Watchmen — Liability of Municipality—Orders of Railway Committee of Privy Council and Board of Railway Commissioners — Acquiescence: Canadian Pacific R. W. Co. v. City of Toronto, 348.

See Bills of Exchange and Promissory Notes, 1—Contract, 12—Malicious Arrest and Prosecution—Negligence, 5, 13—Parties, 8.

RAILWAY COMMISSIONERS.

See Railway, 7.

RATIFICATION.

See Company, 2—Contract, 9—Crown, 1.

REAL PROPERTY LIMITATION ACT.

See Limitation of Actions.

RECITALS.

See Vendor and Purchaser, 7.

REDEMPTION.

See Account, 1—Costs, 6—Limitation of Actions, 1—Mortgage, 3.

REFERENCE.

See Account — Appeal to Divisional Court, 2—Bankruptcy and Insolvency, 1—Contract, 7—Costs, 12—Damages, 2—Estoppel—Evidence—Improvements—Judgment, 6—Mechanics' Liens—Partnership, 2—Railway, 6—Sale of Goods, 5—Timber—Trespass to Land, 1.

REFORMATION OF CONTRACT.

See Partnership, 1.

REGISTRY LAWS.

See Assessment and Taxes, 4—Contract, 7—Highway, 2—Landlord and Tenant, 3—Vendor and Purchaser, 8.

RELEASE.

See Contract, 6—Master and Servant, 8—Principal and Surety — Warehouse Receipts—Water and Watercourses, 1.

RELIEF OVER.

See Parties, 7, 8.

RES JUDICATA.

See Writ of Summons, 5.

RESTRAINT OF TRADE.

See Covenant.

RESTRAINT ON ALIENATION.

See Will, 7.

RIGHT OF WAY.

See Way.

RIPARIAN OWNERS.

See Water and Watercourses.

RIVERS AND STREAMS.

See Water and Watercourses.

ROAD.

See Highway.

SALE OF GOODS.

1. Action for Price—Alleged Inferiority of Part of Goods Supplied—Failure to Return: O'Keefe Brewery Co. v. Gilpin, 581.

2. Action for Price—Refusal to Accept—Contract — Telegraph—Agency of Telegraph Company — Mistake in Transmission — Evidence—Destruction of Original Dispatch—Secondary Evidence of Contents—Burden of Proof—Failure to Prove Contract—Non-delivery of Part of Goods Ordered—Delay in Shipment: Flynn v. Kelly, Douglas, & Co., 120; 12 O. L. R. 440.

3. Sale of Lumber—Rejection of Part—Action for Value—Finding of Master—Interference by Court: Potter v. Orillia Export Lumber Co., 804.

4. Specified Article of Machinery—Absence of Express Warranty—Implied Warranty — Evidence—Capacity of Machine: Mussen v. Woodruff Co., 487.

5. Threshing Outfit—Incapacity of Engine and Boiler Forming Part of Outfit—Contract — Warranty—Reduction in Purchase Money—Reference—Payment into Court—Promissory Notes—Damages: Bell v. Goodison Thresher Co., 881.

See Contract, 11—Division Courts, 2.

SALE OF LAND.

See Principal and Agent—Trusts and Trustees, 2—Vendor and Purchaser.

SANITARY CONVENIENCES.

See Factories Act.

SCALE OF COSTS.

See Appeal to Court of Appeal, 3—Contract, 4—Costs, 5.

SCHOOLS.

1. Public Schools — Change in School Site—Expenditure of Money — Special Meeting of Ratepayers—Taking Poll—Right of Farmers' Sons to Vote—Public Schools Act—Injunction—Motion for Judgment: McFarlan v. Greenock School Trustees, 672.

2. Public Schools—Motion to Quash By-law Altering Boundaries of School Sections—Forum for Determining Validity — County Court Judge—6 Edw. VII. ch. 53, sec. 29, sub-sec. 4 (O.)—Dismissal of Application to High Court: Re Almonte Board of Education and Township of Ramsay, 147; 12 O. L. R. 486.

SCRUTINEERS.

See Municipal Corporations, 3—Parliamentary Elections, 1.

SCRUTINY.

See Parliamentary Elections, 2, 3.

SEAL.

See Contract, 5 — Vendor and Purchaser, 8.

SECURITY FOR COSTS.

See Company, 4—Costs, 10—Dismissal of Action, 1.

SEDUCTION.

See Criminal Law, 3, 4.

SEPARATE ESTATE.

See Husband and Wife, 4.

SERVICE OF PAPERS.

See Company, 15—Judgment, 2—Mortgage, 2—Writ of Summons.

SERVICE OUT OF JURISDICTION.

See Writ of Summons.

SESSIONS.

See Criminal Law, 1.

SET-OFF.

See Costs, 6.

SETTLEMENT.

See Husband and Wife, 2.

SEWER.

See Municipal Corporations, 16—Water and Watercourses, 5.

SHAREHOLDERS.

See Company, 1, 2, 4, 5.

SHARES.

See Broker—Company—Contract, 5—Pleading, 4.

SHERIFF.

See Company, 16—Creditors' Relief Act—Money in Court.

SHIP.

See Negligence, 2, 11.

SLANDER.

See Defamation.

SOLICITOR.

See Appeal to Court of Appeal, 2—Assessment and Taxes, 4—Company, 4—Mortgage, 1—Venue, 3, 4.

SPECIAL INDORSEMENT.

See Judgment, 2.

SPECIFIC PERFORMANCE.

1. Contract for Lease of Land—Statute of Frauds—No Time Fixed for Commencement or Duration of Term—Alteration of Contract after Execution—Materiality: Acme Oil Co. v. Campbell, 627.

2. Contract to Divide Specified Land to be Acquired by Defendants—Acquisition by Defendants of Part only—Claim of Plaintiffs to Half of Land Actually Acquired—Right to Less than Half with Abatement in Price: Canadian Pacific R. W. Co. v. Grand Trunk R. W. Co., 254.

See Contract, 7—Parties, 4—Vendor and Purchaser, 1, 2, 4, 7.

STAKEHOLDER.

See Interpleader, 2.

STATED ACCOUNT.

See Account, 2—Judgment, 2.

STATED CASE.

See Police Magistrate, 1.

STATEMENT OF CLAIM.

See Pleading, 4, 5, 6.

STATEMENT OF DEFENCE.

See Pleading, 7.

STATUTE OF FRAUDS.

See Contract, 9—Division Courts, 2—Specific Performance, 1—Vendor and Purchaser, 8.

STATUTE OF LIMITATIONS.

See Limitation of Actions.

STATUTES.

1. Construction—Ontario Medical Act—"Practising Medicine"—Use of Drugs or other Substances—Application of Statute to Christian Scientists and Others—Statute for Protection of Public—Reference of Question by Lieutenant-Governor in Council under R. S. O. 1897 ch. 84—Question of Provincial Concern—Scope of Act—Jurisdiction of Court—Application of Existing Law—Authority of Decided Cases: Re Ontario Medical Act, 766.

2. Construction—Repeal of Statute—Exception as to Action or Proceeding Pending—Municipal Corporation—Notice of Intention to Take over Street Railway: Re Town of Berlin and Waterloo Street R. W. Co., 284.

3. Retroactivity—6 Edw. VII. ch. 19, sec. 22 (O.)—Procedure—Division Courts—Contract—Provision for Determination of Forum for Possible Actions—Prohibition: Re Sylvester Manufacturing Co. v. Brown, 984.

See Assessment and Taxes, 2—Company, 2—Constitutional Law—Costs, 8—Division Courts, 1—Insurance, 5—Landlord and Tenant, 2—Municipal Corporations, 2, 15—Railway, 2, 3—Venue, 8.

STAY OF PROCEEDINGS.

Motion for—Other Actions Arising out of Same Contract—Different Causes of Action: Black v. Ellis, 303.

See Damages, 2—Interpleader, 1.

STEAMBOAT INSPECTION ACT.

See Negligence, 2.

STENOGRAPHER'S FEES.

See Costs, 12.

STOCK SPECULATIONS.

See Broker.

STOP ORDERS.

See Money in Court.

STREET RAILWAYS.

1. Agreement with Municipality—Establishment of New Lines—Territory Annexed to Municipality Subsequent to Agreement—Places for Stopping Cars — City Engineer — Judicial Powers—Notice — Determination—Recommendation—Approval of Council—Resolution instead of By-law: City of Toronto v. Toronto R. W. Co., 179; 12 O. L. R. 534.

2. Death of Person Driving across Tracks—Collision with Motor-car—Negligence — Recklessness of Deceased—Findings of Jury—Evidence to Support—New Trial: King v. Toronto R. W. Co., 507.

3. Injury to Passenger—Negligence in Operating Car—Contributory Negligence—Conflicting Evidence—Findings of Jury—Refusal of Court to Interfere: Rossi v. Ottawa Electric R. W. Co., 98.

4. Injury to Passenger Thrown from Car—Negligence — Contributory Negligence—Evidence for Jury — Operation of Car—Duty to Passenger Standing on Platform: Shea v. Toronto R. W. Co., 404.

5. Injury to Person Bicycling on Highway—Crossing behind Car — Approach of Car from Opposite Direction—Failure to Sound Gong—Negligence — Contributory Negligence—Nonsuit—New Trial: Preston v. Toronto R. W. Co., 504.

6. Injury to Person Crossing Track — Negligence—Excessive Speed—Contributory Negligence — Findings of Jury—Evidence to Support: Taylor v. Ottawa Electric Co., 612.

See Criminal Law, 1—Damages, 3—Municipal Corporations, 9 — Negligence, 9—Statutes, 2.

STRIKING OUT PLEADINGS.

See Defamation—Pleading.

SUBMISSION.

See Arbitration and Award.

SUBROGATION.

See Interest.

SUBSCRIPTION.

See Company, 6-9, 13.

SUMMARY JUDGMENT.

See Judgment, 3-7.

SUPREME COURT OF CANADA.

See Appeal to Supreme Court of Canada.

SURROGATE COURTS.

Jurisdiction—Reopening Order Made on Passing Executors' Accounts—Fraud or Mistake—Con. Rule 642 not Applicable—Inherent Jurisdiction—Ecclesiastical Courts — Statutory Courts—Surrogate Judge—Persona Designata—Courts of Record: Re Wilson and Toronto General Trusts Corporation, 677.

See Account, 2—Executors and Administrators, 2, 3.

SURVIVORSHIP.

See Master and Servant, 4—Will, 4, 8.

TAX SALE.

See Assessment and Taxes, 4—Venue, 1.

TAXATION OF COSTS.

See Costs, 11, 12.

TAXES.

See Assessment and Taxes.

TELEGRAPH.

See Sale of Goods, 2.

TENANTS IN COMMON.

See Will, 4.

TERMINATING SHARES.

See Company, 2.

THIRD PARTY PROCEDURE.

See Parties, 7, 8.

TIMBER.

Dispute as to Ownership—Crown Lands—Location — Cancellation—Timber Licenses—Settlement — Purchase—Cheque — Acceptance on Account — Accord and Satisfaction — Injunction — Consent Order in Action afterwards Dismissed for Want of Prosecution—Binding Agreement—Title—Possession — Jus Tertii—Assignment of Location—Regulations of Department—Settlement Duties—Forfeiture — Ruling of Department—Reference: McWilliams v. Dickson Co. of Peterborough, 211.

See Contract, 8, 10—Trespass to Land, 2.

TIME.

See Appeal to Court of Appeal, 2—Appeal to Supreme Court of Canada—Arbitration and Award—Contract, 7—Contract, 14 — Crown, 1—Damages, 2—Mechanics' Liens—Municipal Corporations, 7—Police Magistrate, 1—Specific Performance, 1—Venue, 9.

TOLLS.

See Water and Watercourses, 4.

TORT.

See Damages, 1—Writ of Summons, 4.

TOWING.

See Contract, 3.

TRADE COMPETITION.

See Conspiracy.

TRADE MARK.

Infringement—Coined Ward—Similarity—Colourable Imitation—Costs—Discretion—Appeal: Kerstein v. Cohen, 934.

TRADE UNION.

See Writ of Summons, 3.

TRANSFER.

See Bankruptcy and Insolvency, 5, 6—Judgment Debtor.

TREATING.

See Municipal Corporations, 12.

TRESPASS TO LAND.

1. Boundaries—Water Lot—Road Allowance—Encroachment—Right of User—Navigable Water — Injunction—Damages — Reference—Costs—Parties—Indemnity—Guarantee: Herriman v. Pulling & Co., 149.

2. Cutting Timber—Joint Tort-feasors—Independent Contractor—Damages—Gross Negligence: Phillips v. Parry Sound Lumber Co., 282.

See Contract, 4—Landlord and Tenant, 3—Water and Watercourses, 3.

TRIAL.

See Appeal to Divisional Court, 2—Costs, 9, 10—Criminal Law, 1, 3—Dismissal of Action, 4—Venue.

TRUSTEE RELIEF ACT.

See Payment into Court.

TRUSTS AND TRUSTEES.

1. Breach of Trust—Threat of Litigation—Promise to Make Amends by Will — Compromise — Consideration — Enforcement—Revocation of Will—Claim on Estate: Lee v. Totten, 823.

2. Land Conveyed to Son of Tenant—Agreement to Purchase—Declaration of Trusteeship—Conflicting Evidence—Improvements by Son—Equitable Decree: Bishop v. Bishop, 877.

See Account, 1, 2—Assessment and Taxes, 4—Contract, 9—Costs, 6—Executors and Administrators, 3—Interest — Payment into Court — Will.

UNDUE INFLUENCE.

See Contract, 6 — Municipal Corporations, 10.

VALUATION.

See Assessment and Taxes, 3.

VENDOR AND PURCHASER.

1. Contract for Sale of Land—Authority of Agent to Contract for Vendor —Proof of Agency—Sub-agent or Collateral Agent—Specific Performance—Refusal to Enforce: Walker Parker Co. v. Thompson, 197.

2. Contract for Sale of Land—Mistake of Vendor as to Quantity—Specific Performance as to Part only of Land Contracted to be Sold: De Rosiers v. De Calles, 91.

3. Contract for Sale of Land—Right of Vendor to Repudiate before Completion—Illegal and Immoral Purpose of Purchaser—Delivery of Conveyance — Insufficient Description — Amendment and Insertion by Vendor of Forfeiture Clause—Cancellation of Conveyance — Equitable Relief—Terms: Owen v. Mercier, 151; 12 O. L. R. 529.

4. Contract for Sale of Land—Specific Performance — Correspondence — Agent — Completion of Contract — Subsequent Formal Offer to Purchase and Refusal—Effect of: Bohan v. Galbraith, 559.

5. Contract for Sale of Land—Specific Performance—Inequitable Contract — Discretion—Appeal—Mistake or Fraud: Drummond Mines Co. v. Fernholm, 864.

6. Contract for Sale of Land—Specific Performance—Offer to Sell Land—Absence of Consideration—Right to Withdraw before Acceptance—Company—Service of Notice of Withdrawal on Secretary — Notice Addressed to Secretary Personally: Carton v. Wilson, 781.

7. Contract for Sale of Land—Specific Performance—Title—Recital in Deed more than Twenty Years old—Evidence—Onus: Gunn v. Turner, 796.

8. Written Offer of Option to Purchase Land—Oral Acceptance—Refusal of Vendor to Carry out—Offer not under Seal—Consideration—Finding of Jury—Taking Unfair Advantage—Mistake as to Title—Statute of Frauds — Registry Laws—Commission—Breach of Contract—Damages —Loss of Profits on Re-sale: Carrick v. McCutcheon, 749.

See Mortgage, 2.

VENUE.

1. Change—Convenience—Action to Set aside Tax Sale: Hamilton v. Hodge, 351, 421.

2. Change — Convenience — Delay — Counterclaim: McDougall v. Meir, 471.

3. Change — Convenience — Expense — Speedy Trial—Residence of Parties and Solicitors—Costs: Miller v. Bayes, 671.

4. Change—Convenience — Witnesses — Affidavit—Solicitor: Jordan v. Macdonell, 947.

5 Change—County Court Action—Convenience — Witnesses — Counterclaims: Servos v. Lynde, 119.

6. Change — Preponderance of Convenience — Counterclaim: Farmer v. Kuntz, 4.

7. Change—Preponderance of Convenience — Witnesses — Expense — Other Considerations: Mitchell v. Hagersville Contracting Co., 410, 446.

8. Contract as to—Motion to Change—Effect of Statute 6 Edw. VII. ch. 19, sec. 22 (O.)—Application of—Retroactivity — Costs — Preponderance of Convenience: Bell v. Goodison Thresher Co., 567, 618; 12 O. L. R. 611.

9. Statement of Claim—Naming Place of Trial other than the Proper one under Rule 529 (b)—Irregularity—Waiver by Pleading—Motion to Change Venue under Rule 529 (d) —Time for Making—Necessity for Defined Issues — Practice—Costs: Cummings v. Town of Berlin, 552.

See Dismissal of Action, 4.

VOLUNTARY ASSIGNMENT.

See Chose in Action, 2.

VOTING.

See Municipal Corporations, 3, 10-14—Parliamentary Elections—Schools, 1.

WAIVER.

See Venue, 9.

WAREHOUSE RECEIPTS.

Partnership — Banks and Banking — Fraud — Misrepresentations—Bank Act—Liability of Partners—Bankruptcy and Insolvency—Promissory Notes — Extinguishment of Debt — Securities — Release—Bona Fides: Ontario Bank v. O'Reilly, 187; 12 O. L. R. 420.

WARRANTY.

See Sale of Goods, 4, 5.

WARRANTY OF AUTHORITY.

See Architect.

WASTE.

See Landlord and Tenant, 4.

WATER AND WATERCOURSES.

1. Dam—Flooding Lands of Riparian Owner—Cause of Injury—Damages—Release—Statutory Powers: Miller v. Beatty, 326.

2. Expropriation of Lands of Riparian Owners — Development of Water Power by Municipality—Lease from Crown of Bed of Watercourse—Compensation to Owners—Basis of—Value of Lands—Interest of Riparian Owners in Bed of Stream and Water Power—Parties—Attorney-General—Non-navigable Stream Lying between and Connecting Navigable Waters—Impediments to Navigation by Falls—Title to Lands—Crown Patent—Construction—Ownership ad Medium Filum—English Rules as to Non-tidal Waters—Application to Ontario—Injury to Dam—Compensation for—Costs: Keewatin Power Co. v. Town of Kenora, Hudson's Bay Co. v. Town of Kenora, 369.

3. Lands Bordering on Navigable Lake—Rights of Riparian Owner—Access over Shoal Water to Deeper Water—Removal of Sand or Gravel from Bed of Lake at Edge of Water—Trespass — Diminution of Soil—Recession of Shore Line—Special Injury — Injunction — Damages: Stover v. Lavoia, 398.

4. Logs Floated over Stream—Improvements—Use of—"Reasonable Tolls"—Action for—R. S. O. 1897 ch. 142—Restriction to Future Tolls—Foundation for Action—Order Fixing Tolls: Beck Manufacturing Co. v. Ontario Lumber Co., 35; 12 O. L. R. 163.

5. Municipal Corporation — Sewage Works—Construction of Dam and Ditch—Overflow of Private Lands—Injury to Crops—Liability—Cause of Injury—Finding of Referee—Natural or Artificial Watercourse—Leave and License—Acquiescence—Evidence: Passmore v. City of Hamilton, 82.

6. Overflow of River—Injury to Adjacent Lands—Bridge Constructed by Township Corporation—Effect of, in Damming Water back—Extraordinary Freshets—Employment of Competent Engineers—Non-liability of Corporation: Pinkerton v. Township of Greenock, 967.

See Negligence, 11—Trespass to Land, 1.

WAY.

1. Private Way—Deed of Grant—Construction—"A Good and Sufficient Roadway not Less than 10 Feet in Width"—Termini and Location—Loss of Right by Abandonment—Extinguishment by Merger — Obstruction—Action for Removal—Damages—Mandatory Order—Costs: Brockle-bank v. Colwill, 231.

2. Private Way—Easement — Prescription—Presumption of Lost Grant—Evidence — Interruption — Inconsistent User by Others — Jus Publicum: Adams v. Fairweather, 886.

3. Private Way—Prescription—User for 40 Years—Interruption—Evidence—Fresh Evidence on Appeal—Costs: Avery v. Fortune, 952.

See Easement—Highway.

WILL.

1. Construction—Absolute Devise Followed by Trust or Power of Appointment in Favour of Relatives—Conveyance to One Member of Class Designated—Operation of—Execution of Power: Pettypiece v. Turley, 617.

2. Construction—Annuities — Deficiency —Arrears—Death of Annuitants—Application of Accumulated Income —Residuary Request to Charities: Re Foley, 141, 597.

3. Construction — Bequest to Widow — "Dower of One-third of my Estate" —Non-technical Use of "Dower"—Absolute Gift of One-third of Whole Estate: Re Manuel, 70; 12 O. L. R. 286.

4. Construction — Death of Devisee before Testator — Subject of Devise Falling into Residue—Death of One of Two Residuary Legatees and Devisees—Tenants in Common—Lapse as to Lands Devised—Survivor Entitled to Personalty: Re Gamble, 797.

5. Construction—Devise—Estate — Fee Simple or Life Estate with Executory Devise over — "Die without Lawful Issue"—Death in Lifetime of Testator — Lapsed Devise: Re Keleher, 225.

6. Construction—Devise—Life Estate — Remainder — Estate Tail—Rule in Shelly's Case—Rule in Wild's Case —Ascertainment of Class—Period of Distribution — Intermediate Life Estate—Wife of First Tenant for Life—Second Marriage: Re Sharon and Stuart, 625; 12 O. L. R. 605.

7. Construction—Devise — Restraint on Alienation — Validity: Re Porter, 588.

8. Construction—Distribution of Estate —Shares—Income—Corpus — "Remaining Sons" — Survivorship — Period of Distribution: Re Totten, 543.

9. Construction — Legacies to Nephews and Nieces and Children of Deceased Nephews and Nieces — Children of Persons Predeceasing Testator — Cumulative Legacies—Deficiency of Assets—Abatement of General Legacies—Residuary Bequest — Persons Entitled to Share: Re Church, 228.

10. Construction—Residuary Bequest — "Parties Mentioned" in Will who shall be Living at Winding-up of Estate — Corporations — Poor of Town — Period of Distribution — Executors: Re Miles, 817.

11. Construction — Residuary Clause — Enumeration of Articles — Ejusdem Generis Rule—Construction to Include Subject of Lapsed Devise: Re Farrell, 442; 12 O. L. R. 580.

See Husband and Wife, 3—Insurance, 6 — Interpleader, 3 — Trusts and Trustees, 1.

WINDING-UP.

See Company, 9-16—Costs, 13.

WITNESSES.

See Venue.

WORDS.

"A Good and Sufficient Roadway not Less than 10 Feet in Width"—See Way, 1.
"Acting Executor"—See Mortgage, 1.
"Beneficiary"—See Insurance 4.
"Business Assessment" — See Assessment and Taxes, 1.
"Die without Lawful Issue"—See Will, 5.
"Dower of One-third of my Estate"—See Will, 3.
"Factory"—See Factories Act.
"Gross Negligence"—See Highway, 5.
"House, Office, Room, or Other Place" —See Criminal Law, 2.
"Infamous and Disgraceful Conduct in a Professional Respect" — See Medical Practitioner.
"Instrument in Writing"— See Insurance, 6.
"Officer or Servant"—See Discovery, 4.
"Parties Mentioned"—See Will, 10.
"Permanent Improvements"—See Landlord and Tenant, 2.
"Practising Medicine"—See Statutes, 1.
"Reasonable Tolls" — See Water and Watercourses, 4.
"Remaining Sons"—See Will, 8.
"Signing Judgment"—See Judgment, 2.
"Worth"—See Landlord and Tenant, 2.

WORK AND LABOUR.

See Contract—Mechanics' Liens.

WORKMEN'S COMPENSATION ACT.

See Master and Servant, 4, 7, 8, 9, 11.

WRIT OF SUMMONS.

1. Order for Service on Defendants Resident out of the Jurisdiction—Service on Agent in Ontario—Substitutional Service—Cause of Action—Rule 162—Carrying on Business in Ontario—Irregularities in Service — Conditional Appearance: Collier v. Heintz, 340.

2. Service on Agent of Defendant Company—Proof of Agency—Notice to Company: Baird v. McLean Co., 345.

3. Service on President of Trade Union — Effect of Registration of Union under Ontario Insurance Act—Body Corporate—Party to Action: Pepper v. Ottawa Typographical Union No. 102, 409, 445.

4. Service out of Jurisdiction—Cause of Action—Rule 162 (e)—Tort Committed in Ontario—Injury to Plaintiff by Defective Fuse Supplied to his Employers by Defendants in Foreign Country: Anderson v. Nobels Explosive Co., 439, 558, 644; 12 O. L. R. 644.

5. Service out of Jurisdiction—Motion to Set aside — Grounds—Res Judicata — One Defendant in Jurisdiction — Conditional Appearance: McRae v. Ballantyne, 289, 314.

See Judgment, 2.

SUPPLEMENT.

The following cases reported in Volume VII. of the Ontario Weekly Reporter are now reported in the Ontario Law Reports:

Arbitration and Award: Re Town of Southampton and Township of Saugeen, 7 O. W. R. 334, 12 O. L. R. 214.

Assessment and Taxes: Goodwin v. City of Ottawa, 7 O. W. R. 204, 12 O. L. R. 236.

Assessment and Taxes: Re International Bridge Co. and Village of Bridgeburg, 7 O. W. R. 497, 12 O. L. R. 314.

Assessment and Taxes: Way v. City of St. Thomas, 7 O. W. R. 194, 731, 12 O. L. R. 240.

Bankruptcy and Insolvency: Craig v. McKay, 7 O. W. R. 507, 12 O. L. R. 121.

Bankruptcy and Insolvency: Robinson v. McGillivray, 7 O. W. R. 438, 12 O. L. R. 91.

Bills of Exchange: Rex v. Bank of Montreal, 7 O. W. R. 638, 11 O. L. R. 595.

Carriers: Smith v. Canadian Express Co., 7 O. W. R. 403, 12 O. L. R. 84.

Certificate of Engineer: Wallace v. Temiskaming and Northern Ontario Railway Commission, 7 O. W. R. 665, 12 O. L. R. 126.

Cheque, Forged Indorsement: Bank of Ottawa v. Harty, 7 O. W. R. 869, 12 O. L. R. 218.

Club: Rowe v. Hewitt, 7 O. W. R. 543, 12 O. L. R. 13.

Company: Re Pakenham Pork Packing Co., 7 O. W. R. 658, 12 O. L. R. 100.

Company: Re Wiarton Beet Sugar Co., 7 O. W. R. 613, 12 O. L. R. 149.

Conspiracy: Metallic Roofing Co. of Canada v. Jose, 7 O. W. R. 709, 12 O. L. R. 200.

Constitutional Law: Rex v. Walton, 7 O. W. R. 312, 12 O. L. R. 1.

Contract: Wallace v. Temiskaming and Northern Ontario Railway Commission, 7 O. W. R. 665, 12 O. L. R. 126.

Contract: Wampole & Co. v. F. E. Karn Co., Limited, 7 O. W. R. 810, 11 O. L. R. 619.

Copyright: Life Publishing Co. v. Rose Publishing Co., 7 O. W. R. 337, 12 O. L. R. 386.

Costs, Taxation of: Ludlow v. Irwin, 7 O. W. R. 720, 12 O. L. R. 43.

Criminal Law: Rex v. Wilkes, 7 O. W. R. 854, 12 O. L. R. 264.

Criminal Procedure: Rex v. Walton, 7 O. W. R. 312, 12 O. L. R. 1.

Crown Lands: Drulard v. Welsh, 7 O. W. R. 575, 11 O. L. R. 647.

Damages: Renwick v. Galt, Preston, and Hespeler Street R. W. Co., 7 O. W. R. 673, 12 O. L. R. 35.

Deed: Purcell v. Tully, 7 O. W. R. 848, 12 O. L. R. 5.

Defamation: McKergow v. Comstock, 7 O. W. R. 197, 273, 449, 558, 11 O. L. R. 637.

Defamation: Massey-Harris Co. v. De Laval Separator Co., 7 O. W. R. 682, 11 O. L. R. 591.

Defamation: Chambers v. Jaffray, 7 O. W. R. 371, 12 O. L. R. 377.

Discovery: Lefurgey v. Great West Land Co., 7 O. W. R. 738, 11 O. L. R. 617.

Discovery: Chambers v. Jaffray, 7 O. W. R. 371, 12 O. L. R. 377.

Discovery: Massey-Harris Co. v. De Laval Separator Co., 7 O. W. R. 682, 11 O. L. R. 591.

Discovery: McKergow v. Comstock, 7 O. W. R. 197, 273, 449, 558, 11 O. L. R. 637.

Distribution of Estates: Re McNeil, 7 O. W. R. 563, 12 O. L. R. 208.

Dower: Re Tolhurst, 7 O. W. R. 780, 12 O. L. R. 45.

Examination of Defendant Resident out of Ontario: Lefurgey v. Great West Land Co., 7 O. W. R. 738, 11 O. L. R. 617.

Expropriation: Re Armstrong and James Bay R. W. Co., 7 O. W. R. 713, 12 O. L. R. 137.

Fatal Accidents Act: Renwick v. Galt, Preston, and Hespeler Street R. W. Co., 7 O. W. R. 673, 12 O. L. R. 35.

Fixtures: Re Ruttan and Dreifus and Canadian Northern R. W. Co., 7 O. W. R. 568, 12 O. L. R. 187.

Forged Cheques: Rex v. Bank of Montreal, 7 O. W. R. 638, 11 O. L. R. 595.

French Title: Durland v. Welsh, 7 O. W. R. 575, 11 O. L. R. 647.

Highway, Dedication of: Macoomb v. Town of Welland, 7 O. W. R. 876, 12 O. L. R. 362.

Highway, Non-repair: Gignec v. City of Toronto, 7 O. W. R. 696, 11 O. L. R. 611.

Highway, Non-repair: Kelly v. Township of Whitchurch, Baker v. Township of Whitchurch, 7 O. W. R. 279, 12 O. L. R. 83.

Highway, Non-repair: Morrison v. City of Toronto, 7 O. W. R. 547, 607, 12 O. L. R. 333.

Husband and Wife: Milloy v. Wellington, 7 O. W. R. 298, 862; C. v. D., 12 O. L. R. 24.

Husband and Wife: Re Tolhurst, 7 O. W. R. 780, 12 O. L. R. 45.

Infant, Custody of: Re Faulds, 7 O. W. R. 759, 867, 12 O. L. R. 245.

Injunction: Rowe v. Hewitt, 7 O. W. R. 543, 12 O. L. R. 13.

Interpleader: Bruce v. Ancient Order of United Workmen, 7 O. W. R. 177, 11 O. L. R. 633.

Judgment, Motion for: Murphy v. Corry, 7 O. W. R. 574, 12 O. L. R. 120.

Life Insurance: Re Phillips and Canadian Order of Chosen Friends, 7 O. W. R. 765, 12 O. L. R. 48.

Limitation of Actions: Shaw v. Coulter, 6 O. W. R. 55, 11 O. L. R. 630.

Local Offices: Re Local Offices of High Court, 7 O. W. R. 316, 12 O. L. R. 16.

Local Option By-law: Re Vandyke and Village of Grimsby, 7 O. W. R. 739, 12 O. L. R. 211.

Lunatic: Re Webb, 7 O. W. R. 565, 12 O. L. R. 194.

Malpractice: Hodgins v. Bantry, 7 O. W. R. 707, 12 O. L. R. 117.

Mechanics' Liens: Vokes Hardware Co. v. Grand Trunk R. W. Co., 7 O. W. R. 537, 12 O. L R. 344.

Medical Practitioner: Hodgins v. Banting, 7 O. W. R. 707, 12 O. L. R. 117.

Mortgage: Shaw v. Coulter, 6 O. W. R. 55, 11 O. L. R. 630.

Municipal Corporations: Brohm v. Township of Somerville, 7 O. W. R. 721, 11 O. L. R. 588.

Municipal Corporations: Gignec v. City of Toronto, 7 O. W. R. 696, 11 O. L. R. 611.

Municipal Corporations: Hamilton Brewing Association v. City of Hamilton, 7 O. W. R. 655, 12 O. L. R. 75.

Municipal Corporations: Hamilton Distillery Co. v. City of Hamilton, 7 O. W. R. 655, 12 O. L. R. 75.

Municipal Corporations: Kelly v. Township of Whitchurch, Baker v. Township of Whitchurch, 7 O. W. R. 279, 12 O. L. R. 83.

Municipal Corporations: Re Local Offices of High Court, 7 O. W. R. 316, 12 O. L. R. 16.

Municipal Corporations: Morrison v. City of Toronto, 7 O. W. R. 547, 607, 12 O. L. R. 333.

Municipal Corporations: Re Town of Southampton and Township of Saugeen, 7 O. W. R. 334, 12 O. L. R. 214.

Municipal Corporations: Re Vandyke and Village of Grimsby, 7 O. W. R. 739, 12 O. L. R. 211.

Necessaries, Omission to Provide: Rex v. Wilkes, 7 O. W. R. 854, 12 O. L. R. 264.

Negligence: London and Western Trusts Co. v. Lake Erie and Detroit River R. W. Co., 7 O. W. R. 511, 12 O. L. R. 28.

Negligence: Misener v. Wabash R. W. Co., 7 O. W. R. 651, 12 O. L. R. 71.

Negligence: Newell v. Canadian Pacific R. W. Co., 7 O. W. R. 771, 12 O. L. R. 21.

Negligence: Sims v. Grand Trunk R. W. Co., 7 O. W. R. 648, 12 O. L. R. 39.

Negligence: Wright v. Grand Trunk R. W. Co., 7 O. W. R. 636, 12 O. L. R. 114.

Parties: Bruce v. Ancient Order of United Workmen, 7 O. W. R. 177, 11 O. L. R. 633.

Penalty: Lancaster v. Shaw, 7 O. W. R. 502, 12 O. L. R. 66.

Pleading: Black v. Ellis, 7 O. W. R. 490, 869, 12 O. L. R. 403.

Postmaster: Lancaster v. Shaw, 7 O. W. R. 502, 12 O. L. R. 66.

Practice: Murphy v. Corry, 7 O. W. R. 574, 12 O. L. R. 120.

Preference: Craig v. McKay, 7 O. W. R. 507, 12 O. L. R. 121.

Preferential Transfer of Cheque: Robinson v. McGillivray, 7 O. W. R. 438, 12 O. L. R. 91.

Presumption of Death: Re McNeil, 7 O. W. R. 563, 12 O. L. R. 208.

Principal and Agent: Bank of Ottawa v. Harty, 7 O. W. R. 869, 12 O. L. R. 218.

Railway: Re Armstrong and James Bay R. W. Co., 7 O. W. R. 713, 12 O. L. R. 137.

Railway: Bacon v Grand Trunk R. W. Co., 7 O. W. R. 753, 12 O. L. R. 196.

Railway: Canadian Pacific R. W. Co. v. Grand Trunk R. W. Co., 7 O. W. R. 814, 12 O. L. R. 320.

Railway: London and Western Trusts Co. v. Lake Erie and Detroit River R. W. Co., 7 O. W. R. 511, 12 O. L. R. 28.

Railway: Misener v. Wabash R. R. Co., 7 O. W. R. 651, 12 O. L. R. 71.

Railway: Newell v. Canadian Pacific R. W. Co., 7 O. W. R. 771, 12 O. L. R. 21.

Railway: Re Ruttan and Dreifus and Canadian Northern R. W. Co., 7 O. W. R. 568, 12 O. L. R. 187.

Railway: Sims v. Grand Trunk R. W. Co., 7 O. W. R. 648, 12 O. L. R. 39.

Railway: Wright v. Grand Trunk R. W. Co., 7 O. W. R. 636, 12 O. L. R. 114.

Sale of Land: Shurie v. White, 7 O. W. R. 773, 12 O. L. R. 54.

Security for Costs: Bruce v. Ancient Order of United Workmen, 7 O. W. R. 177, 1 O. L. R. 633.

Snow Fences: Brohm v. Township of Somerville, 7 O. W. R. 721, 11 O. L. R. 588.

Statutes: Way v. City of St. Thomas, 7 O. W. R. 194, 731, 12 O. L. R. 240.

Survivorship: Re Phillips and Canadian Order of Chosen Friends, 7 O. W. R. 765, 12 O. L. R. 48.

Third Party Procedure: Montgomery v. Saginaw Lumber Co., 7 O. W. R. 619, 729, 12 O. L. R. 144.

Trade Combination: Wampole & Co. v. F. E. Karn Co., Limited, 7 O. W. R. 810, 11 O. L. R. 619.

Trade Union: Metallic Roofing Co. of Canada v. Jose, 7 O. W. R. 709, 12 O. L. R. 200.

Vendor and Purchaser: Shurie v. White, 7 O. W. R. 773, 12 O. L. R. 54.

Water Rates: Hamilton Brewing Association v. City of Hamilton, 7 O. W. R. 655, 12 O. L. R. 75.

Water Rates: Hamilton Distillery Co. v. City of Hamilton, 7 O. W. R. 655, 12 O. L. R. 75.

Will: Re Johnston v. Smith, 7 O. W. R. 845, 12 O. L. R. 262.

Will: Re Moody, 7 O. W. R. 808, 12 O. L. R. 10.