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APPELLATE DIVISION.

March 2nd, 1915.

*MERCHANTS BANK OF CANADA v. BURY.

Promissory Note—Addition of Words "Account of Lumber to be Shipped"—Executory Consideration—Validity of Note as Negotiable Instrument.

Action upon a promissory note, brought in the County Court of the County of Middlesex.

Shields Brothers had a sawmill near Alvinston; on the 2nd December, 1913, they owed their bankers, the plaintiffs, $1,700 on their own note then current, and about $800 on overdrawn account. The bank manager asking for security for the overdraft, Shields Brothers on the 6th December, 1913, drew a bill of exchange on the defendants in favour of the plaintiffs for $800, payable two weeks after date, and gave it to the plaintiffs' manager at Alvinston, who forwarded it for acceptance. The plaintiffs then held a letter of hypothecation from Shields Brothers.

A few days afterwards the defendants returned the draft, unaccepted, with the note now sued on, made by the defendants, dated the 8th December, 1913, for $800, payable to the order of Shields Brothers at the Royal Bank, four months after date. In the right hand lower corner the lithographed words "Valued received" had a line drawn through them, and above was written "account of lumber to be shipped." A few days afterwards, Shields Brothers endorsed this note to the plaintiffs.

On the 12th January, 1914, Shields Brothers gave the plaintiffs their note for $2,332.50—the amount then due for overdraft being added to the former note for $1,700. This note was renewed from time to time and reduced by Shields Brothers. The last renewal, for $1,771.35, fell due on the 29th November, 1914, and was held overdue by the plaintiffs.

*This case and all others so marked to be reported in the Ontario Law Reports.

The defendants had dealings with Shields Brothers. On the 8th January, 1913, they gave Shields Brothers an order for maple roller blocks, and subsequently other verbal orders, and Shields Brothers promised to ship to the defendants all the lumber they got out. It appeared that the defendants had made advances to Shields Brothers, to be repaid in lumber, and also accepted drafts drawn on them by Shields Brothers, for which lumber was shipped or was to be shipped.

The defendants' manager stated that the words on the note referred to the maple roller blocks, which had not then been shipped but which he expected to be shipped by Shields Brothers in the winter of 1913-4. But Shields Brothers did not ship the lumber. On the 14th January, 1914, the plaintiffs advised the defendants that they held the note for $800, and on the 18th February, 1914, the defendants replied that, unless Shields Brothers shipped them the lumber in accordance with their contract, the note for $800, which they called a conditional note, would not be paid.

The action was tried in the County Court by MACBETH, Co.C.J., without a jury.

The learned County Court Judge gave judgment for the plaintiffs, stating his reasons in writing.

He said that the question he had to determine was, whether the note sued on was a negotiable promissory note, or an instrument expressed to be payable on the contingency of certain lumber being shipped as therein stipulated. He referred to Mr. Justice Russell's Commentary on the Bills of Exchange Act, pp. 65 et seq., and particularly to these passages (p. 67): "On the whole, it is difficult to see any good reason why the expression in the bill of an executory consideration should be held to invalidate it, unless, at all events, it could be read as the expression of a condition precedent to the obligation to pay the amount of the note." "The fact of the note being payable to order would very fairly rebut the presumption that it was intended to be conditional on the performance of the consideration." The learned County Court Judge did not find anything inconsistent with Mr. Justice Russell's opinion in the following cases, on which the defendants' counsel relied: Jarvis v. Wilkins (1841), 7 M. & W. 410; Drury v. Macaulay (1846), 16 M. & W. 146; Shenton v. James (1843), 5 Q.B. 199.

The learned Judge referred also to Jury v. Barker (1858), E.B. & E. 459; Siegel v. Chicago Trust and Savings Bank (1890), 23 N.E. Repr. 417; First National Bank of Hutchin-

son v. Lightner (1906), 88 Pac. Repr. 59; First National Bank v. Michael (1887), 1 S.E. Repr. 855; Daniel on Negotiable Instruments, 2nd ed., p. 797.

The learned Judge's conclusion was expressed as follows:—

The instrument sued on is a promissory note; the words "account of lumber to be shipped" are merely a statement of the transaction giving rise to the note—they do not qualify the absolute promise to pay therein set forth. That this is the proper construction of the document is confirmed by the undoubted fact that it was made and issued by the defendants in favour of Shields Brothers in order that the latter might use it to obtain money or credit. Being holders in due course, the plaintiffs are, I think, entitled to judgment for the amount of the note.

The defendants appealed from the judgment of MACBETH, Co.C.J.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

W. J. Elliott, for the appellants.

Sir George Gibbons, K.C., and G. S. Gibbons, for the plaintiffs, respondents.

THE COURT dismissed the appeal with costs, seeing no reason to disagree with the opinion of the County Court Judge.

Falconbridge on Banks and Banking, 2nd ed., pp. 485, 783 et seq., was referred to.

MARCH 29TH, 1915.

TOWNSHIP OF STAMFORD v. ONTARIO POWER CO. OF NIAGARA FALLS.

Assessment and Taxes—Liability for School Taxes.

Appeal by the defendants from the judgment of FALCONBRIDGE, C.J.K.B., 7 O.W.N. 646.

The appeal was heard by MEREDITH, C.J.O., GARROW, MACLAREN, MAGEE, and HODGINS, JJ.A.

Glyn Osler, for the appellants.

A. C. Kingstone, for the plaintiffs, respondents.

THE COURT dismissed the appeal with costs.

MARCH 29TH, 1915.

CANADIAN OHIO MOTOR CAR CO. v. COCHRANE.

Company—Calls—Authority of Directors — By-law — Conditional Subscription—Waiver—Findings of Fact of Trial Judge—Appeal.

Appeal by the plaintiffs from the judgment of LATCHFORD, J., 7 O.W.N. 698.

The appeal was heard by MEREDITH, C.J.O., GARROW, MACLAREN, MAGEE, and HODGINS, JJ.A.

C. A. Masten, K.C., and E. G. Porter, K.C., for the appellants.

W. F. Kerr, for the defendant, respondent.

THE COURT dismissed the appeal with costs.

HIGH COURT DIVISION.

SUTHERLAND, J. MARCH 27TH, 1915.

HERZIG v. HALL.

Assignments and Preferences—Bill of Sale — Insolvent Bargainor—Consideration—Payment of Composition to Creditors — Invalidity against Non-assenting Creditors — Assignments and Preferences Act, R.S.O. 1914, *ch.* 134, *sec.* 5 (1).

Interpleader issue.

The plaintiffs were execution creditors of J. C. Hall, trading under the name of the J. C. Hall Fur Company. Goods in J. C. Hall's warehouse were seized by the Sheriff under the plaintiffs' execution, and were claimed by Margaret Hall, the mother of J. C. Hall, under a bill of sale.

The issue was tried without a jury at Toronto.

A. C. McMaster, for the plaintiffs, execution creditors.

M. H. Ludwig, K.C., for the defendant.

SUTHERLAND, J. (after setting out the facts at length) :—The bill of sale recites that J. C. Hall . . . has agreed with Margaret Hall for the absolute sale to her of all the goods, chattels, fixtures, and stock in trade of the party of the first part, owned by him in connection with said business, in consideration of her advancing the money to pay 40 cents on the dollar to the creditors of the party of the first part who shall execute a composition agreement for that amount.

In the circumstances, the claimant must be taken to have been aware, when she went on and settled with the other creditors, that the plaintiffs had their claim against the J. C. Hall Fur Company outstanding, which they were unwilling to compromise on the basis which has appeared satisfactory to most of the other creditors.

The claimant said, on her examination for discovery, that her son was in financial difficulties; that the proposal was that the creditors should accept so much on the dollar and relieve him; that the agreement was "provisional" upon all the larger creditors accepting the composition and agreement so as to clear his name, give him good standing, and allow her to take the stock. By the very terms of the deed of composition and of the bill of sale, it was only creditors who would sign the former who were to be dealt with on the basis of the composition. She says also that the creditors wanted her to buy the business for 40 cents on the dollar on the claims and take the stock; that she was reluctant at first to do so; but in the end thought it the better way, agreed to pay the composition, and get the stock to do what she wished with; that, after obtaining the bill of sale, she took possession of the business, and has been in possession ever since, moving the goods at a later date from the premises in Adelaide street to other premises in Wellington street, and carrying on the business in an endeavour to get her money out. The business was continued in the same name, and she says her son remained with her on salary. . . .

[Reference to Jennings v. Hyman (1886), 11 O.R. 65; Whitman v. Union Bank of Halifax (1889), 16 S.C.R. 410; Spencer v. Slater (1878), 4 Q.B.D. 13; Wilson v. Kerr (1858), 17 U.C.R. 168; Maskelyne & Cook v. Smith, [1903] 1 K.B. 671.]

It seems to me that this case is concluded by the case of Jennings v. Hyman. Applying that case to sec. 5, sub-sec. 1, of R.S.O. 1914 ch. 134, the Assignments and Preferences Act, which takes the place in the present statute of R.S.O. 1877 ch. 118, sec. 2, the Act respecting the Fraudulent Preference of

Creditors by Persons in Insolvent Circumstances, in force at the time that case was decided, I must hold that the effect of the deed of composition was to attach the condition that any creditor receiving the 40 cents in the dollar on his claim should release the debtor; and that the sale was, therefore, void as against non-assenting creditors such as the plaintiffs.

Under these circumstances, I am of the opinion that the issue must be determined in favour of the plaintiffs, and that it must be held that the goods were liable to be taken and sold under the execution. . . .

There will, therefore, be judgment for the plaintiffs with costs.

MIDDLETON, J., IN CHAMBERS. MARCH 27TH, 1915.

*DOEL v. KERR.

Execution—Leave to Renew—Judicial Act — Judgment — Statute of Limitations.

Appeal by three of the defendants from the order of the Master in Chambers, 7 O.W.N. 826, dismissing the appellants' motion for leave to issue execution against the executrix of the plaintiff upon a judgment for costs recovered in 1883.

C. A. Moss, for the appellants.

C. C. Ross, for the plaintiff.

MIDDLETON, J.:—The action was dismissed with costs on the 20th December, 1883; the costs were taxed at $371.78 on the 5th January, 1884; and an execution was issued on the 25th January, 1884; and this was from time to time renewed but finally allowed to expire. In 1891, another execution was issued and kept renewed until November, 1905, when it was allowed to expire. This writ was issued upon præcipe and without leave.

The period of 20 years from the date of the judgment expired on the 20th December, 1903; and the real question is, whether the judgment creditor can, after the lapse of 20 years, in any way enforce his judgment. I have come to the conclusion that he cannot.

The Statute of Limitations, R.S.O. 1914 ch. 75, fixes the period at 20 years from the time the cause of action arose, and

the only extension recognised by the statute is that found in sec. 54, where there is an acknowledgment or part payment.

What is prohibited is the bringing of an "action" after the lapse of the statutory period, and "action" is defined as including "any civil proceeding."

The Appellate Division in Poucher v. Wilkins (1915), 7 O.W.N. 670, has held that a renewal of an execution in force at the expiration of the 20 years was not within the prohibition of the statute, as it "was a mere ministerial act on the part of the officer of the Court by whom it was renewed."

The appellant now contends that this application is not an "action" within the statute, and that the renewal of the execution from time to time during the 20 years gives a new starting-point.

The decision in Farran v. Beresford (1843), 10 Cl. & F. 319, is against the applicant. . . .

"At the common law a presumption arose from a plaintiff's delay beyond a year, that his judgment either had been satisfied, or from some supervening cause ought not to be allowed to have its effect in execution. After such delay, therefore, he was not allowed to issue execution as a matter of course, but was driven to bring a new action on the judgment. The scire facias, which had been in use at the common law, for the purpose of executing judgments in real actions after a year and day's delay, was therefore adopted by the statute as a less expensive and dilatory course for the plaintiff, and as equally affording protection to the defendant:" per Lord Denman in Hiscocks v. Kemp (1835), 3 A. & E. 676, 679. The statute referred to was the Statute of Westminster 2 (13 Edw. 1, stat. 1, ch. 45).

An exception to the rule based upon the presumption was where an execution had been issued within the year, but had not been executed. This negatived the presumption: per Parke, B., in Simpson v. Heath (1839), 5 M. & W. 631, 635. To remedy this state of affairs the Common Law Procedure Act of 1852, sec. 128, provided for the issue of an execution at any time within 6 years from the judgment, as between the original parties, and, by sec. 129, for the issue of execution where there has been a change of parties or lapse of this time either by writ of revivor or upon suggestion entered upon the roll by leave to be obtained upon summons. A writ of revivor was allowed without preliminary rule when the judgment was less than 10 years old and more than 15, only on a rule after a summons to shew cause (sec. 134).

The change in procedure was not intended to make any change in the substantive rights of the parties; and, though no time limit was found in the Common Law Procedure Act, it was always held that the application to enter a suggestion or for a writ of revivor must be made within the statutory period: Loveless v. Richardson (1856), 2 Jur. N.S. 716; Williams v. Welch (1846), 3 D. & L. 565.

All this leads me to the conclusion that the present Rules relating to the issue of execution are subject to the statutory limitations, and that the obtaining of leave is a judicial act, and not a mere ministerial act, which may be done after the time limited.

The decision of the Chancellor in Price v. Wade (1891), 14 P.R. 351, that, apart from any statutory limitation, the judgment is presumed to be satisfied, is left untouched by the decision in Poucher v. Wilkins, and it, as well as Farrell v. Gleeson (1844), 11 Cl. & F. 702, justifies the view that the proceedings under the Rule are in effect more than a mere continuation of the former suit—for it must be remembered that the sci. fa. there mentioned was not an "original writ" but a judicial writ under the Statute of Westminster.

For these reasons the motion must be dismissed, and costs should follow.

MIDDLETON, J. MARCH 29TH, 1915.

RE MORROW.

Will—Construction—Gift to Children of Deceased Relatives—Grandchildren and Stepchildren not Included—Intestacy.

Motion by the executor of the will of John Morrow, deceased, for an order determining questions arising as to the construction of the will.

C. C. Ross, for the executor.
G. T. Walsh, for the children of a deceased brother.
J. Gilchrist, for the children of another deceased brother.
B. Williams, for Ruby Livingston.
J. Nason, for Fanny Williams.

MIDDLETON, J.:—The testator, who died on the 28th January, 1914, by will dated the 9th October, 1913, divided his es-

tate (after certain minor legacies) into seven shares and gave the shares to different relatives and the children of deceased relatives. The testator evidently knew little concerning the relatives and what had become of them; and three questions are presented for solution.

One share is given "to the children of my deceased sister Jane Lawson, formerly Jane Morrow and Jane Livingston, in equal shares." Jane Morrow married Thomas Lawson in 1862. Thomas was a widower with two children—Mary Lawson, who died in 1889, and Mrs. Williams, who still lives, born in 1859. Jane Morrow had also a child of her own, Charles Livingston, son of a second marriage after the death of Lawson. Charles Livingston is now dead, leaving a daughter him surviving. This share is claimed by the surviving stepdaughter and by the grandchild of Jane.

I think that neither claimant can succeed. The word "children" may, in certain circumstances, include a stepchild, but no such circumstances exist here. It is not shewn that the testator had ever heard of Mrs. Williams, much less that, when he made his will in 1913, he regarded this lady, born in 1859, as a child of his deceased sister Jane. The granddaughter cannot take, as there is no gift to her, and she is not within the class protected by the Wills Act, and entitled to take the parent's share.

The case of Re Kirk, Nicholson v. Kirk (1885), 52 L.T. 346, is precisely in point. The word children may sometimes cover grandchildren if from the will it can be so ascertained; but, as there said by Pearson, J.: "I cannot substitute 'issue' or 'grandchildren' for 'children' merely on the ground that at the date of the will or testator's death the named person has no child living but only grandchildren . . . I can only alter the word 'children' from the proper meaning if on a proper construction of the will itself it is found to have been intended to bear a larger signification."

Lord Blackburn says: "The words 'child or children' primarily mean issue in the first generation only, son and daughter, to the exclusion of grandchildren or other remoter descendants:" Bowen v. Lewis (1884), 9 App. Cas. 890, 915.

It is not without significance that in this will there are gifts to the children of others, and in these cases there are children to take.

This share must be disposed of as on an intestacy.

A share was given to Anna Maria Campbell, a sister-in-law, dead before the date of the will. As to this there is also intestacy.

A share is to be distributed among the children of John Morrow. He had children and also a grandchild, issue of a deceased child. For the reasons given, the grandchild cannot take.

It should be declared as follows:—

1. Neither the stepdaughter of Jane Livingston (Morrow) nor the granddaughter take.

2. The devise to Anna Maria Campbell, dead at date of will, inoperative.

3. Gerard Morrow, infant grandson of Archibald Morrow, does not share.

4. Intestacy as to the shares of Ann Maria Campbell and Jane Livingston.

Costs of all parties out of these shares.

LENNOX, J. APRIL 1ST, 1915.

RE RUSSELL.

Will—Construction—Estate for Life or Estate Tail—Rule in Shelley's Case—"Issue."

Application by Mabel Russell for an order determining three questions arising upon the will of Elizabeth Ann Russell, deceased.

The testator by her will charged all her real estate with payment of her debts, funeral and testamentary expenses, and two legacies of $1,000 each, and subject to these charges, provided as follows: "I give and devise to my son Arthur James Russell my real estate . . . to have and to hold the same for and during the term of his natural life only, and at his decease I give and devise the same to his lawful issue him surviving (if any) share and share alike for their own use forever. In the event of my said son Arthur James dying without leaving lawful issue him surviving, then I direct that my said trustees shall sell my said lands" (the lands were not devised to the trustees) "herein devised to my son Arthur for the term of his natural life, either by private sale or public auction as to them may seem meet, and out of the proceeds of such sale first to pay all legacies chargeable against said lands, and the remainder thereof shall be invested . . . and the moneys accruing from such investment shall be disposed of as follows . . . the sum of $75 shall be

paid yearly to my son Arthur James's widow during her lifetime'' (and, after making other small bequests) ''the balance thereof to be equally divided amongst my then surviving heirs.''

The will was executed on the 20th June, 1895; and the testatrix died on the 6th June, 1898.

Arthur James Russell entered into possession of the devised land, and on the 22nd May, 1899, made a mortgage thereon, as for an estate in fee simple, and in 1906 made another mortgage of similar character. Subsequently he and his daughter, the present applicant, joined in executing a mortgage thereon as for an estate in fee simple. This was said to have been paid off by the applicant.

Arthur James Russell died on the 14th February, 1914, leaving a widow and the applicant, his only surviving child; leaving also brothers and sisters.

Mabel Russell, the applicant, was born in 1892, before the making of the will. Arthur James had another child, who died before the making of the will.

The questions raised were: (a) What estate did Arthur James Russell take under the will? (b) If he took an estate tail, did any act of his bar the entail? (c) Is the land devised to him part of his estate or affected by his will?

L. Davis, for the applicant.

Featherston Aylesworth, for Robert Henry Russell, sole executor of Elizabeth Ann Russell.

W. M. Hall, for the widow of Arthur James Russell.

LENNOX, J., in written reasons for his judgment, after setting out the facts, discussed the principles of construction applicable to wills, and referred to Shelley's Case; Van Grutten v. Foxwell, [1897] A.C. 658; In re Simcoe, [1913] 1 Ch. 552; Jesson v. Wright (1820), 2 Bli. 1, 21 R.R. 1; Roddy v. Fitzgerald (1858), 6 H.L.C. 823; In re Kearn's Estate, [1903] 1 I.R. 215, 224, 225; Watson v. Phillips (1910), 2 O.W.N. 261, and cases cited; King v. Evans (1895), 24 S.C.R. 356; Re Hamilton (1889), 18 O.R. 195; Morgan v. Thomas (1882), 9 Q.B.D. 643; In re Buckton, [1907] 2 Ch. 406; Armour on Real Property, pp. 322, 324, 398, 399.

The learned Judge expressed the opinion that in using the word ''issue'' the testatrix meant simply ''children,'' and such children only of her son and their children as survived him; that Arthur James Russell took an estate for life only; that

Mabel Russell took an estate in fee simple in remainder after the life estate of her father, subject to the payment of the charges imposed by the will.

No opinion was expressed as to the rights of the mortgagees.

The questions were answered according to the opinion expressed; and it was ordered that costs of all parties, as between party and party, should be paid out of the estate of Elizabeth Ann Russell.

BATEMAN V. NUSSBAUM—SUTHERLAND, J.—MARCH 27.

Security for Costs—Rule 373 (*d*), (*g*)—*Stay of Proceedings—Refusal to Exercise Inherent Jurisdiction of Court.*]—Motion by the defendants by way of appeal from an order of the Master in Chambers refusing an application for security for costs. The motion was enlarged into Court so that the inherent jurisdiction of the Court to stay proceedings might, if proper to do so, be exercised. The motion for security for costs was based on Rule 373 (*d*) and (*g*). The affidavit filed on behalf of the defendants stated that certain costs and disbursements payable by the plaintiff to the defendants, or to one of them, had not been paid; it was also stated that the present action was frivolous and vexatious and for an improper purpose; and it was suggested that a release in writing executed by the plaintiff under seal was a conclusive answer to this action. The learned Judge was of opinion that the defendants had not succeeded in bringing themselves properly under either clause (*d*) or clause (*g*) of Rule 373, upon the facts stated. It is only in a very plain case that the inherent jurisdiction to stay proceedings in an action will be exercised: Smith v. Clarkson (1904), 7 O.L.R. 460; Yearly Practice, 1915, vol. 1, p. 347; Annual Practice, 1915, p. 431. And the learned Judge was unable to say, upon the material filed, that this was such a plain case that an order staying proceedings should be made. Motion dismissed, and, unless the trial Judge otherwise orders, with costs. E. P. Brown, for the defendants. G. R. Roach, for the plaintiff.

WIGMORE V. GREER—SUTHERLAND, J.—MARCH 29.

Execution—Leave to Issue—Judgment.] — Motion by the plaintiff for leave to issue execution against the defendants upon

a judgment recovered on the 10th June, 1914. The Judge ordered that unless the amount for which judgment was recovered, with the costs of the motion, should be paid within 5 days, the plaintiff should be at liberty to issue execution. J. B. Davidson, for the plaintiff. H. S. White, for the trustees of the Greer estate.

TOWN OF STURGEON FALLS V. IMPERIAL LAND CO. (No. 2)—
KELLY, J.—APRIL 1.

Assessment and Taxes — Validity of Assessments — Lien of Municipality—Enforcement by Sale — Directions — Costs of Liquidator of Company.]—The judgments in the former action of the same name are reported in 31 O.L.R. 62. In this action the plaintiffs, the Corporation of the Town of Sturgeon Falls, alleged that a large sum was due them for taxes for the years 1911, 1912, and 1913, on several hundreds of parcels of land belonging to the defendant land company, and they claimed: (1) a declaration that they were entitled to a special lien on the lands for these taxes in priority to other liens and incumbrances; (2) payment by the defendant land company and the liquidator thereof, the defendant Clarkson, of the amount due with interest; and (3), in default of payment, enforcement of the lien by sale. The refusal to pay was based chiefly on alleged invalid or improper assessments; and it was also set up that several parcels belonged to others than the defendants. The action was tried by KELLY, J., without a jury. In a written opinion of some length he points out the assessments which are valid, and finds that the plaintiffs are entitled to judgment in respect of them for the respective amounts of the taxes on each of these assessments, with the percentage or interest allowed by the Assessment Act, with a declaration of a special lien, to be realised by sale at the end of one month from the entry of judgment unless payment be sooner made. Should a sale be necessary, there is to be a reference to the Master in Ordinary; the purchase-money on the sale is to be paid into Court, and the taxes on each separate lot or parcel, including the percentage and the costs of realisation, are to be paid out to the plaintiffs forthwith after confirmation of the Master's report; and the balance, if any, on each lot or parcel, to the defendants in the order of their priorities, as the Master shall direct. The plaintiffs are entitled to add to the amount of their lien on each separate lot or parcel a proper proportion of their costs. In cases where the plaintiffs

have failed to establish their right to taxes, they are not to be debarred by this judgment from taking any other steps open to them, if under the Assessment Act they are entitled to any other remedy; nor are their rights to be prejudiced in respect of the lands which are found not to belong to the defendants, as against those lands or the true owners thereof. The plaintiffs are entitled to their costs of action except in so far as they have been increased by the inclusion of claims on which they have not succeeded, and to the costs of the reference and sale; these costs to be against the defendants other than the defendant Clarkson, the liquidator of the defendant land company, who is not subject to liability therefor: Fraser v. Province of Brescia Steam Tramways Co. (1887), 56 L.T.R. 771; Kent v. La Communauté des Sœurs de Charité de la Providence, [1903] A.C. 220. G. H. Kilmer, K.C., and J. R. Rumball, for the plaintiffs. H. W. Mickle, for the defendants the Trusts and Guarantee Company Limited. S. H. Bradford, K.C., and Jesse Bradford, for the defendants the Imperial Land Company and Clarkson.

CORRECTION.

In WINDSOR AUTO SALES AGENCY v. MARTIN, ante 130, the reference to the judgment of LATCHFORD, J., should be "7 O.W.N. 471."