THE

ONTARIO WEEKLY REPORTER

VOL. XIII. TORONTO, MAY 15, 1909. NO. 20

TEETZEL, J. MAY 3RD, 1909.

WEEKLY COURT.

RE SERVICE AND TOWNSHIP OF FRONT OF ESCOTT.

Municipal Corporations—Local Option By-law—Voting on — Municipal Act, sec. 173 — Polling Places Crowded during Voting and Counting of Ballots — Violation of Secrecy of Ballot—Canvassing in Polling Places—Voting not Conducted in Accordance with Principles of Act — Motion to Quash By-law—Elector Desiring to be Heard by Counsel in Support of By-law.

Motion by Robert H. Service to quash a local option by-law of the township, upon the ground that the voting on the by-law was not conducted in accordance with the requirements of the Municipal Act.

J. Haverson, K.C., and W. A. Lewis, Brockville, for the applicant.

W. B. Carroll, K.C., for the township corporation.

W. E. Raney, K.C., for an elector, asked to be heard in support of the by-law.

TEETZEL, J.:—At the opening of the argument Mr. Raney, representing an elector, sought to intervene on his behalf to shew cause against the motion to quash the by-law, and cited Re Mace and County of Frontenac, 42 U. C. R. 70, in support of this position; but by reference to that case it will be seen that the corporation were not represented there—did not appear upon the motion—and consequently the Court expressed the view that, in those circumstances, an elector might be represented in support of the by-law. He also cited In re Local Option By-law of Township of

Saltfleet, 16 O. L. R. 293, 11 O. W. R. 356, 545, where, as well as the counsel representing the township, counsel for an elector was permitted to take part in the argument. I took the view that, in the circumstances of that case, it having originated in a scrutiny before a County Court Judge, and under the provisions of the Act upon a scrutiny an elector might be represented, an elector might also be represented before me on the motion. I do not think that is authority for the proposition contended for by Mr. Raney in this case.

Here the municipality are represented by counsel, and there is not sufficient evidence to satisfy me that there is any collusion betwen the municipal council and the applicant in reference to this by-law. Mr. Carroll has ably argued in support of it, and I think, in those circumstances, it is not competent for an elector to intervene. There must be legislation, it seems to me, giving him the right before I could recognise his position.

Then upon the merits of the motion, I think the applicant has shewn that the election on which this by-law was carried by a majority of 4 was not conducted according to the principles of the Municipal Act in regard to voting upon by-laws.

Section 173 of the Municipal Act says that "during the time appointed for polling, no person shall be entitled or permitted to be present in the polling place, other than the officers, candidates, clerks, or agents authorised to attend at the polling place, and the voter who is for the time being actually engaged in voting."

In this case the affidavits shew that in each of the 3 polling subdivisions there were, during the time of voting and also at the counting of the ballots, contrary to the Act, a large number of persons, besides the officials and voter, present in the polling place. In one of the places, number 3, one of the witnesses swears that there were 30 persons in the room at the time the ballots were counted, and an average of 12 persons in the polling place during the day, exclusive of the voter and the officials and those there with lawful authority.

Now, it seems to me, to permit a large number of persons, beyond those authorised by the statute, to be present during the voting, was a gross breach of the Act, and it seems to me, therefore, that it is decidedly conducting the election in violation of the principles of the Act. There is

no explanation given why the crowd of people at each place was allowed—no excuse of any kind. There is no affidavit by any official to explain why he did allow it or had to allow it. It seems to have been a very loosely conducted election, at each of the places.

Then there is evidence upon affidavit that certain electors were instructed as to how they should vote. Serious charges are also made and not contradicted in reference to two persons said to have been present in one of the polling subdivisions, where there a number of people present, that they were openly canvassing in support of the by-law in the polling place. I have not been referred to any section of the Act which expressly prohibits canvassing voters in the polling place, but it is certainly contrary to the principle and intention of the Act that any such thing should take place. Section 173, which prohibits any one except officials and agents of the parties and one voter being present at a time, indicates that there should not be any influence or canvassing brought to bear upon voters in the polling place. But, chiefly on the ground that the Act has been very seriously violated, by permitting such large crowds of people during polling hours in all the polling places, without any excuse being offered therefor, I think I must hold that, in the language of sec. 204, the election was not "conducted in accordance with the principles laid down in the Act."

The provisions of the Act in regard to secrecy, which was the purpose of sec. 173, were not observed. The case comes within the principle of Re Hickey and Town of Orillia, 17 O. L. R. 317, 12 O. W. R. 68, 433, 650; and the by-law must be declared void.

Costs to be paid by the township.

HODGINS, LOC. J. IN ADMIRALTY. MAY 8TH, 1909.

EXCHEQUER COURT OF CANADA.

LAKE ONTARIO STEAMBOAT CO. v. FULFORD.

Ship—Collision—Rules of Navigation—Determination as to Vessel in Fault—Precautions—Special Circumstances — Damages—Loss of Profits.

Action against Mrs. Fulford, the life tenant of the steam yacht "Magedorna," for damages caused by the collision of the "Magedorna" with the steamship "Caspian" in King-

ston harbour during the afternoon of Saturday 27th June, 1908.

Francis King, Kingston, for plaintiffs.

McGregor Young, K.C., and H. A. Stewart, K.C., for defendant.

THE LOCAL JUDGE:—The evidence proves that the steamer "Caspian," which had been moored stern inwards on the north-east side of Swift's dock, steamed stern outward on a semi-circular course from the dock about 5 o'clock on the afternoon of 27th June, and, after steaming a certain distance out, commenced her voyage towards Lake Ontario, taking a semi-circular course, under helm hard a starboard, on a course to port, so as to pass clear of the dock; that about the same time the steamer "Kingston," which had been moored at the other side of the dock, also steamed stern outwards, taking a more direct course out, and then started on her voyage towards Lake Ontario on the port side of the "Caspian." The yacht "Magedorna" had been moored bow inwards at the same side of the dock, but between the "Kingston" and the shore.

After the two steamers "Caspian" and "Kingston" had left the dock, and were backing out preliminary to commencing their respective voyages, the master in charge of the "Caspian" noticed that the "Magedorna" was commencing to back out from the dock, and thereupon the master of the "Caspian" gave two whistles to warn the yacht that he was directing his course to port, which was the proper course to enable him to clear the dock; but no notice was taken of the warning or any responsive whistle given by the "Magedorna."

When nearing the dock, the "Caspian" was steaming at about 10 miles an hour; the master of the "Caspian," seeing that the "Magedorna" was coming on towards a course intersecting that which the "Caspian" was taking, ordered the helm first amidships and then hard a port, so as to steady her, and prevent the "Caspian's" stern swinging on to the "Magedorna."

That the "Magedorna" continued backing and infringing on the course of the "Caspian" is shewn from the evidence of Captain Mills of the "Caspian;" and this fact is proved by Captain Johnston of the "Magedorna," who said that he gave the yacht two kicks astern to back her from the

dock so as to turn the yacht, and both he and seaman Soderstrom, of the "Magedorna," would not deny that there may have been stern-way on the "Magedorna" from these "kicks astern" when the boats came together.

Both the preliminary act of the defendant and the statement of defence allege that the collision was occasioned by the fault of the "Caspian;" the preliminary act stating that "shortly before the accident the master of the "Caspian' blew two whistles, which to the master of the 'Magedorna' indicated that the master of the 'Caspian' was to starboard his helm and keep to port. The master of the 'Caspian' did not carry out this signal, but acted opposite thereto, and sent his helm to port, and kept to the right." The 5th paragraph of the statement of defence is substantially to the same effect. These whistles of the "Caspian" were not answered by the "Magedorna," as they ought to have been; for the rule is that the duty to answer a signal is as imperative as is the duty to give one..

In answer to my questions on this charge the master of the "Caspian" gave the following evidence:—

"Q. You said while you were going full speed ahead, on the semi-circular course, you kept your helm hard a starboard? A. Kept the helm hard a starboard. Yes.

"Q. Then when you saw the collision imminent, you steadied the "Caspian?" A. Yes.

"Q. How did you do that? A. Putting the wheel to port. The helm had to go amidships, and then I told him to port.

"Q. Which did you do? A. I told him to steady, and the wheel was a starboard, and he put the wheel to port to steady her.

"Q. As far as you can estimate, what was your rate of speed when you came to the dock to pass it on the semi-circular course you were taking when you got abreast of the dock? A. I don't suppose she could have been going over 10 miles anyway, because she hadn't got under headway yet.

"Q. When you were going this 10 miles an hour, how far was the yacht from your course? A. She probably might have been 50 or 60 feet in from where I would have went.

"Q. If, instead of steadying the 'Caspian' by putting her helm to port, you had kept it hard a starboard and on the semi-circular course, would you have kept away from the

yacht? A. No, sir; her stern would have swung in on the yacht; her stern was coming in all the time on the yacht.

"Q. Now, when you saw the collision imminent, was the stern of the yacht across or nearing the course you were steering? A. Well, she was coming pretty near the line that I was steering on.

"Q. Was she moving? A. Yes, sir, she was moving.

"Q. Did her stern, when she was backing out, move towards the course you were steering on? A. Yes."

And this is confirmed by the evidence of the customs officer, Mr. Corner, the agent, Mr. Horsey, who were on deck, and the chief engineer Leslie of the "Caspian," all of whom said that the "Magedorna" had not stopped up to the time of the collision, and that she was still going backwards; two of them adding that the "Magedorna" was moving to cross the bow of the "Caspian." And it is proved that the captain of the "Magedorna" waved his hand to the "Caspian" and towards the lake.

This evidence, that the "Magedorna" was moving, has not been contradicted, but is confirmed by the evidence of the captain of the "Magedorna" and one of her crew, both of whom said they would not swear that the "Magedorna" had no sternway on her when the boats came together; and the force of the blow on the "Caspian," which made a breach in her side aft of the paddle wheel of about 3 or 4 feet and back about 10 or 12 feet, confirms this.

The statement of defence further states: "Those in charge of the 'Caspian' disregarded the provisions of the Navigation Rules adopted by order in council on 25th April, 1905, and amended on 18th May, 1906, and particularly arts. 19-27, 28, and 29." Before considering these Rules, it may be proper to cite here the view expressed by the Supreme Court of the United States on the right of a backing steamer as against a steamer on her regular course in mid-river.

In giving judgment in The "Servia" (1892), 149 U. S. at p. 156, the Court said: "The 'Noordland' (the backing steamer) was, at no time before the collision, on a definite course, as contemplated by the statute and Rules of Navigation; and on the facts found she cannot claim she had the right of way against the 'Servia.' The statutory and steering and sailing Rules have little application to a vessel backing out of a slip before taking her course; but the case is one of 'special circumstances' under Rule 24 (Canadian Rules

27 and 29), requiring each vessel to watch and be guided by the movements of the other." See further, as to "special circumstances," The "Prince Leopold de Belgique," [1909] P. 108.

This view of the rule as to "special circumstances" did not appear to have been entertained by the captain of the 'Magedorna,'" who contended before me that it was not his duty to go ahead and get out of the way of the "Caspian," and so he allowed his yacht to continue her stern-way on backing towards the course the "Caspian" was taking, at the speed proved, instead of making her engine move her ahead and away from that course, and so giving the "Caspian" the right of way which his wave of the hand to her seems to have indicated. And as to the duty to exercise reasonable skill in such an emergency see The "Sunlight," [1904] P. 100; and as to the duty where there is a "chance of escape from a collision" and an "actual necessity" for escape, it is admitted that a captain is justified in taking the benefit of the chance, although it necessitates a departure from the rules: see The "Benares," 9 P. D. 16. And in The "Rockaway," 43 Fed. Repr. 688, the Court said in another backing-out case: "The collision in this case was caused by the fault of the tug backing directly under the bows of the steamboat, then approaching in plain sight, without any signal having been given to the steamboat to shew an intention on the part of the tug to cross her bow. I see no fault on the part of the steamboat. There was no time, after the intention of the tug to cross the bow of the steamboat was manifest, for the steamboat to do more than she did." See also The "Koenig Willem," [1907] P. 125.

Before the note to Rule N. and the Rules 27 and 29 were adopted, Dr. Lushington in The "John Buddle," 5 Notes of Cases 387, said: "All rules are framed for the benefit of ships navigating the seas; and, no doubt, circumstances will arise in which it would be perfect folly to attempt to carry into execution every rule, however wisely framed. It is at the same time of the greatest possible importance to adhere as closely as possible to established rules, and never to allow a deviation from them, unless the circumstances which are alleged to have rendered such a deviation necessary, are most distinctly proved and established; otherwise vessels would always be in doubt, and doing wrong."

And in considering any "special circumstances" warranting a departure from the rules, it must be remembered that these rules were not intended to prevent collisions, but to prevent a situation so fixed as to invite "the risk" or "the probability of the risk" of a collision.

Since Dr. Lushington's judgment amendments have been made, and some new rules have been added, so as to provide for special emergencies which suddenly arise, and which had not been otherwise provided for. Thus in the note to rule 21, if the risk of collision is so close that it cannot be avoided by the action of the giving-way vessel alone, the other vessel "shall take such action as will best aid to avert the collision." Rule 27 provides that "in obeying and construing these rules, due regard shall be had to all dangers of navigation and collision, and to any special circumstances which may render a departure from the above rules necessary in order to avoid immediate danger." And rule 29 is more far-reaching by providing that "nothing in these rules shall exonerate any vessel, or the owner or master or crew thereof, from the consequences . . . of the neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case." And this rule is in harmony with the observations of the Court in The "Santiago de Cuba," 10 Blach. at p. 455: "The interests of human life, and the protection of property, demand that in circumstances of peril the dictates of the highest prudence, and especially all just and peremptory rules of precaution, shall be observed."

In this case I find that when the possibility of a risk of collision was imminent, the "Caspian" was on her regular course, steaming at the rate of 10 miles an hour; that she promptly steadied her course to prevent the swing of her stern causing her to strike the "Magedorna;" that after the "Magedorna's" engine had been given two kicks to give her stern-way, so as to cause her to back out from the dock, it was not reversed so as to give her head-way, and out of the course intersecting that on which the "Caspian" was steaming, at the rate mentioned; and that she neglected, in the special circumstances of the peril then imminent, to observe the dictates of the highest prudence, and especially the just aid peremptory rules of precaution which the rules quoted enforce; and that it was her duty to cause her engine to move

her ahead so as to keep her out of the course the "Caspian" was taking, as would clearly have best averted the collision.

The defence contends that the damages claimed by the "Caspian" cannot include the loss of profits that might have been made had the "Caspian" been able to continue her voyage on the Saturday afternoon of the collision. The proposed voyage was from Kingston to Charlotte, and then Rochester, then Cobourg and Port Hope; and return to Charlotte, and then to Kingston. The Sunday continuation of the voyage is objected to by the defendant as being an excursion, but this objection is not sustained by the Lord's Day Act, for it allows "the continuance to their destination of trains and vessels on transit when the Lord's day begins, and work incidental thereto."

And as to estimated profits lost by the cancellation of the proposed voyage then just begun, I think they are allowable under the case of The "Argentino," 13 P. D. 61 and 191, and on appeal, 14 App. Cas. 579, as the profits the "Caspian" might ordinarily and fairly be expected to earn on her advertised voyage, and which, but for the collision, might have been realised by the plaintiff company.

And in giving judgment in the House of Lords, Lord Herschell said: "I think that damages which flow directly and naturally, or in the ordinary course of things, from the wrongful act, cannot be regarded as too remote. The loss of the use of the vessel, and of the earnings which would ordinarily be derived from its use during the time it is under repair, and therefore not available for trading purposes, is certainly damage which directly and naturally flows from a collision . . . And if, at the time of the collision, the damaged vessel had obtained an engagement for an ordinary maritime adventure, the loss of the fair and ordinary earnings of such a vessel on such an adventure appear to me to be the direct and natural consequence of the collision."

I therefore assess the damages to which the plaintiffs are entitled against the defendant at $460.76; costs to follow the event.

The claim of the defendant for damages against the "Caspian" is dismissed.

Ontario Weekly Reporter

INDEX-DIGEST TO VOL. XIII. (JANUARY TO MAY, 1909.)

All the cases reported in Vol. XIII. of THE ONTARIO WEEKLY REPORTER are digested.

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

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

Doe v. Roe, 8; 17 O. L. R. 6.

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

The Supplement contains the name and a reference to the contents of cases reported in Volume XII. of THE ONTARIO WEEKLY REPORTER, which have since been reported in the Ontario Law Reports.

APPEAL TO COUNTY COURT JUDGE.

See Fences—Master and Servant Act.

APPEAL TO COURT OF APPEAL.

1. Leave to Appeal from Judgment at Trial — Amount Involved Less than $1,000 — Title to Land or Future Rights not Involved — Action for Money Demand — Construction of Lease — Petroleum Bounty Act, 1904: Smith v. Englefield Oil and Gas Co., 382.

2. Leave to Appeal from Judgment at Trial — Competence of Appeal to Supreme Court of Canada — Interest in Land in Question: Brett v. Toronto R. W. Co., 604.

3. Leave to Appeal from Order of Divisional Court — Absence of Special Circumstances — Remuneration for Services to Deceased Person—Agreement — Breach—Quantum Meruit: McKenzie v. McKenzie, 869.

4. Leave to Appeal from Order of Divisional Court — Judicature Act, sec. 76 (g)—Difference of Opinion between Trial Judge and Divisional Court — Master and Servant—Injury to Servant — Workmen's Compensation Act—Agreement —Acceptance of Benefits—Bar to Action — Absence of Special Circumstances—Leave Refused: Fisher v. International Harvester Co. of Canada, 654.

5. Leave to Appeal from Order of Divisional Court — Judicature Act, sec. 76 (g)—Special Reasons for Treating Case as Exceptional—Matter of Practice in High Court—Discretion — Application to Rescind Order for Attachment of Debts — Order for Cross-examination on Affidavits: Bank of Nova Scotia v. Booth, 209.

6. Leave to Appeal from Order of Divisional Court — Small Amount Involved — No Special Reasons for Treating Case as Exceptional — Dismissal of Servant — Questions of Fact—Leave Refused: Fitzgerald v. Charlton, 43.

7. Leave to Appeal from Order of Divisional Court—Special Grounds: McLeod v. Canadian Northern R. W. Co., 378.

8. Leave to Appeal from Order of Divisional Court Affirming Order for Summary Judgment — Refusal of Master in Chambers to Adjourn Motion for Cross-examination on Affidavit—No Special Grounds for Treating Case as Exceptional: Wm. Dixon Incorporated v. C. H. Hubbard Dental Co., 920.

9. Leave to Appeal from Order of Divisional Court Affirming Order Refusing to Quash Municipal By-law —Reduction of Liquor Licenses in City — By-law Applicable to Future Years — Liquor License Act — Annexation of New Territory to City: Re Brewer and City of Toronto, Re Robinson and City of Toronto, 1087.

10. Order of Judge Refusing Leave to Appeal — Application to Court of Appeal: Bank of Nova Scotia v. Booth, 294.

11. Appeal to Court of Appeal — Stay of Execution — Removal — Rule 827 (2) — Absence of Special Circumstances: Pringle v. Hutson, 617.

See Broker, 2—Company, 4—Contract, 2 — Pleading, 1 — Principal and Agent, 4.

APPEAL TO DIVISIONAL COURT.

Leave to Appeal from Order of Judge in Chambers—Rule 1278—Conflicting Decisions — Good Reason to Doubt Correctness of Order--Security for Costs — Libel — Newspaper—R. S. O. 1897 ch. 68, sec. 10—Right of Sub-editor to Security—Application First Made to Master in Chambers —Finality of Decision — "Judge of the High Court"—Affidavit in Support of Motion for Security—Sufficiency: Robinson v. Mills, 853.

See Cheque — Husband and Wife, 3—Pleading, 4—Trespass, 2.

APPEAL TO SUPREME COURT OF CANADA.

1. Approval of Security on Appeal — Right of Appeal — Title to Land Brought in Question — Motion to Supreme Court for Leave to Appeal: Canadian Pacific R. W. Co. v. Brown Milling Co., 679.

2. Leave to Appeal—Supreme Court Act, R. S. C. 1906 ch. 139, sec. 48 (e) —Extension of Time for Appealing under sec. 71—Application after Expiry of 60 Days—Jurisdiction of Court of Appeal — Amount Involved not Exceeding $1,000—Absence of Special Circumstances — Refusal of Leave: Milligan v. Toronto R. W. Co., 513; 18 O. L. R. 109.

3. Leave to Appeal—Supreme Court Act, R. S. C. 1906 ch. 139, sec. 48 (e) —Extension of Time for Appealing under sec. 71—Application after Ex-

piry of 60 Days — Jurisdiction of Court of Appeal—Amount Involved not Exceeding $1,000 — Absence of Special Circumstances — Refusal of Leave: Irving v. Grimsby Park Co., 516; 18 O. L. R. 114.

4. Leave to Appeal from Judgment of Court of Appeal—Doubt as to Jurisdiction without Leave — Appeal Launched and on List for Hearing —Order ex Cautela—Refusal of—Remedy by Application under Rule 1 of the Supreme Court: Lamont v. Wenger, 1084.

See Appeal to Court of Appeal, 2.

APPEARANCE.

See Writ of Summons, 2.

APPRAISEMENT.

See Insurance, 5.

APPROPRIATION OF PAYMENTS.

See Mortgage, 4.

ARBITRATION AND AWARD.

See Contract, 9—Fences — Mines and Minerals, 3—Municipal Corporations, 5—Railway, 7—Sale of Goods, 7—Street Railways, 4—Trespass, 2.

ARCHITECT.

See Principal and Agent, 4 — Public Schools.

ASSESSMENT AND TAXES.

1. Assessment Act, sec. 10 (1) (e) — Departmental Store — Question of Fact—Decision of Ontario Railway and Municipal Board—Appeal: Re Knox Assessment, 823.

2. Business Assessment—Offices of Mining and Industrial Companies — Assessment Act, sec. 10 (h): Re Coniagas Mines Limited, 55.

See Bankruptcy and Insolvency, 1 — Easement — Mechanics' Liens, 2—Municipal Elections, 1.

ASSIGNMENT FOR BENEFIT OF CREDITORS.

See Bankruptcy and Insolvency, 1, 2, 6—Costs, 5.

ASSIGNMENT OF POLICY.

See Insurance, 13.

ATTACHMENT OF DEBTS.

See Company, 4.

ATTORNEY-GENERAL.

See Constitutional Law, 2 — Criminal Law, 9—Pleading, 4.

AUDIT.

See Municipal Corporations, 4.

AUTOMOBILE.

See Motoring.

BAILMENT.

See Principal and Agent, 1.

BALLOTS.

See Municipal Corporations, 9.

BANKRUPTCY AND INSOLVENCY.

1. Assignment for Benefit of Creditors—Preferential Claim on Insolvent Estate for Rent and Taxes—R. S. O. 1897 ch. 170, sec. 34 (1)—Provisions of Lease — Application to Sub-tenant or Agent of Lessee in Possession of Premises under Oral Agreement—Yearly or Monthly Subtenancy—Assignee's Possession after Assignment — Liability for Taxes — Extra-provincial Corporation — Status to Maintain Action: Semi-Ready Limited v. Tew, 476.

2. Assignment for Benefit of Creditors — Right of Creditor of Partnership to Rank on Estate of Partner with Individual Creditors—R. S. O. 1897 ch. 147, sec. 7: Gordon v. Matthews, 649.

3. Chattel Mortgage Given by Insolvent — Fraudulent Scheme to Defraud Creditors—Evidence — Findings of Fact—Interpleader Issue Found in Favour of Execution Creditors: Union Bank of Canada v. Schecter, 231, 604.

4. Chattel Mortgage Given by Insolvent to Creditor—Absence of Knowledge of Insolvency — Preference — Validity as against Execution Creditors: Bell v. Robinson, 676.

5. Goods Delivered to Creditors by Insolvent Company under Arrangement with Manager—Preference — Intent — Presumption —Rebuttal — Account—Reference — Costs: Langley v. Palter, 951.

6. Sale and Transfer of Business and Stock of Goods by Insolvent Husband to Wife—Knowledge by Wife of Insolvency and Intent to Prefer Creditors—Reality of Transaction—Bona Fide Advance of Money — Payment of Wife's Claim as Creditor of Husband out of Proceeds of Sale—Assignment of Husband for Benefit of Creditors—Assignee Attacking Transfer of Business and Payment to Wife—Failure of Attack on Transfer—Payment of Wife's Unsecured Claim Forming Part of Consideration for Purchase of Business —Colourable Payment — Repayment for Benefit of Creditors — Costs: Langley v. Beardsley, 349; 18 O. L. R. 67.

See Costs, 5—Husband and Wife, 4—Parties, 1—Practice, 2.

BANKS AND BANKING.

Subscription for Shares in Bank—Condition as to Opening Branch in Village—Fulfilment — Failure to Maintain—Oral Promise of Agent—Agreement as to Payment for Shares — Bank Act, secs. 37, 38 — Powers of Directors — Times of Payment: Farmers Bank v. Blow, 1041.

See Cheque — Husband and Wife, 6—Insurance, 4—Partnership, 1—Promissory Notes, 1, 3—Timber, 1.

BARRATRY.

See Costs, 4.

BAWDY HOUSE.

See Criminal Law, 5.

BENEFIT CERTIFICATE.

See Insurance, 6-11.

BENEFIT SOCIETY.

See Insurance, 9.

BILLS AND NOTES.

See Cheque—Promissory Notes.

BILLS OF LADING.

See Contract, 5.

BOARD OF RAILWAY COMMISSIONERS.

See Railway, 5, 9, 17.

BOND.

See Vendor and Purchaser, 5.

BOOK DEBTS.

See Will, 4.

BOUNDARIES.

See Fences—Limitation of Actions, 3—Trespass, 2—Way, 2.

BRIDGE.

See Railway, 9.

BRITISH NORTH AMERICA ACT.

See Constitutional Law.

BROKER.

1. Purchase of Shares for Customer — Contract—Repudiation — Tender—Evidence — Letter Written "without Prejudice"—Delivery of Shares — Sufficient Number Kept on Hand — Principal and Agent — Damages — Indemnity: Ussher v. Simpson, 285.

2. Purchase of Shares for Customer — Margins—Stop Order—Deficiency — Liability — Evidence — Findings of Trial Judge—Affirmance by Divisional Court — Appeal to Court of Appeal: Heintz v. Collier, 824.

See Sale of Goods, 7.

BUILDING.

See Infant, 3—Principal and Agent, 4—Public Schools — Trespass, 3 — Vendor and Purchaser, 10—Way, 2.

BUILDING CONTRACT.

See Contract, 3, 4, 11.

BUSINESS ASSESSMENT.

See Assessment and Taxes, 2.

BY-LAWS.

See Company—Highway, 1, 6, 7—Liquor License Act, 1, 2—Municipal Corporations.

CALLS.

See Company.

CANCELLATION OF CONTRACT.

See Vendor and Purchaser.

CARRIERS.

Lost Luggage—Contract of Carriage—Receipt — Condition Limiting Liability — Notice — Agents of Owner

— Alteration of Oral Contract — Negligence — Inevitable Accident—Damages not Limited to Amount Specified in Notice: Lamont v. Canadian Transfer Co., 1181.

See Contract, 5 — Interpleader, 1 — Railway, 4, 5, 6—Timber, 2—Writ of Summons, 1.

CAUTION.

See Devolution of Estates Act.

CEMETERY.

6 Edw. VII. ch. 33 (O.)—Construction of secs. 1, 7—Trustees — Election — Right of Possession — Deed — Application of Statute to Unsold Lots—Sinking Fund — Account — Notice—Reference — Costs—Municipal Corporation — Payment into Court: Serson v. Willson, 180.

CERTIORARI.

See Coroner—Police Magistrate.

CHARGE ON LAND.

See Vendor and Purchaser, 5—Will, 3.

CHARTERPARTY.

See Damages, 1.

CHATTEL MORTGAGE.

See Bankruptcy and Insolvency, 3, 4—Company, 2.

CHEQUE.

Conversion of — Fraud — Forgery — Findings of Trial Judge on Conflicting Evidence—Appeal — Joint Tort-feasors — Banks: Meyers v. Crown Bank of Canada, 533.

See Company, 10, 12—Partnership, 1.

CHOSE IN ACTION, ASSIGNMENT OF.

See Guaranty.

CHURCH.

See Will, 5.

CLASS ACTION.

See Municipal Corporations, 11.

CLERK OF THE PEACE.

See Municipal Elections, 3.

COLLATERAL SECURITY.

See Promissory Notes, 1.

COLLISION.

See Ship.

COLLUSION.

See Marriage.

COMMISSION.

See Master and Servant, 1—Principal and Agent, 2—Writ of Summons, 2.

COMMITTAL.

See Division Courts.

COMMITTEE.

See Lunatic.

COMPANY.

1. Employment of Workman — Liability for Wages — Absence of Contract — Hiring by Acting Manager — Knowledge of Majority of Directors — Evidence: Milne v. Ontario Marble Quarries Limited, 1137.

2. Mortgage of Real and Personal Property — Future-acquired Property—Book Debts, whether Included — Power of Trading Company to Mortgage—Power of Mortgage Company to Accept Mortgage—Winding-up of Trading Company—Book Debts Collected by Liquidator — Claim of Assignee of Mortgage to Moneys Collected — Assignment of Future Choses in Action—Vesting of Beneficial Ownership—Absence of Notice of Assignment — Effect of Ultra Vires Mortgage—Executed Contract at most only Voidable—Equitable Relief—Terms — Redemption: Re Perth Flax and Cordage Co., 1140.

3. Prospectus—Penalty for Issuing Prospectus Varying from that Filed with Provincial Secretary—Ontario Companies Act, secs. 95, 98, 99, 100—Meaning of "Prospectus"—Advertisement — Director — Agent — Conviction — Appeal—Stated Case: Re Garvin, Re Cobalt Monarch Mines Limited, 575; Re Rex v. Garvin, 18 O. L. R. 49.

4. Rival Boards of Directors—Judgment for Payment of Money to Company — Attempted Satisfaction — Payment into Bank to Credit of Company — Attachment of Money as Debt Due to Company—Issue as to Satisfaction of Judgment—Appointment of Receiver—Appeal —Waiver

of Right by Adoption of Order Appealed against: Boyle v. Rothschild, 800.

5. Shares — Powers of Directors — By-laws—Directors Allotting Shares to themselves in Payment for Services — No Confirmation by Shareholders — Control of Company—Proxies — Illegal Scheme—Injunction: Thorpe v. Tisdale, 1044.

6. Shares — Subscription — Allotment — Directors — Delegation to President — Number of Directors — By-laws — Invalidity of Allotment — Withdrawal by Subscriber before Subsequent Valid Allotment — Action for Calls—Unfounded Charges of Misrepresentations—Costs: Twin City Oil Co. v. Christie, 756.

7. Shares — Subscription—Necessity for Allotment — Evidence as to Allotment — Winding-up—Contributory: Re Nipissing Planing Mills Limited, Rankin's Case, 360; 17 O. L. R. 80.

8. Winding-up—Contributory—Accommodation Indorsement for Benefit of Company—Shares Issued as Fully Paid—Certificate Given as Security — Misrepresentations — Estoppel: Re Charles H. Davies Limited, McNicol's Case, 579; 18 O. L. R. 240.

9. Winding-up — Contributory—Conditional Subscription for Shares — Special Agreement to be Entered into — Non-performance of Condition — Evidence — Allotment — Absence of By-law or Resolution of Directors—Companies Act, R. S. O. 1897 ch. 191, sec. 26—Entries in Books — Notices of Calls — Attendance at Meetings of Directors — Explanation: Re Canadian McVicker Engine Co., Geis's Case, 916.

10. Winding-up—Contributory—Subscription for Shares—Payment of 10 per cent. of Value—Allotment — Condition that no Further Call be Made—Powers of Directors—Illegal Condition — Ontario Companies Act — Right to Repudiate — Estoppel — Cheque Given for Purchase Money —Voting on Shares by Proxy—Election to Become Member of Company: Re Lake Ontario Navigation Co., Davis's Case, 1032.

11. Winding-up — Contributory — Subscription for Shares by Partnership Firm—Allotment — Notice — Evidence — Liability of Special Partner — Knowledge of Firm's Subscription: Re Distributors Co., Thurston's Case, 735.

12. Winding-up — Director — Misfeasance — Dominion Winding-up Act, sec. 123 — Arrangement with Subscriber for Shares to Stop Payment of Cheque given for Shares—Money Loss to Company — Liability of Director for: Re Lake Ontario Navigation Co., Hutchinson's Case, 1037.

13. Winding-up — Directors — Misfeasance—Allotment of Shares as Fully Paid up — Necessity for Proof of Damage to Company— Contributory — Value of Shares: Re Manes Tailoring Co., Crawford's Case, 829.

14. Winding-up — Manufacturing Company — Plant and Chattels —Claim by Mortgagee—Order upon Liquidators for Delivery: Shortreed v. Raven Lake Portland Cement Co., 720.

15. Winding-up — Moneys Paid out to Creditor by Company after Service of Notice of Motion for Winding-up Order — Action by Liquidator to Recover — Dominion Winding-up Act — Trust Moneys — Breach of Trust — Managing Director — Restoration — Fraud on Creditors: Trusts and Guarantee Co. v. Munro, 539.

16. Winding-up — Reference to Master — Jurisdiction of Master—Dominion Winding-up Act, sec. 110—Power to Inquire into Liability of Holders of Certificates for Fully Paid-up Shares to be Placed on List of Contributories: Re Cornwall Furniture Co., 137; 18 O. L. R. 101.

See Account — Bankruptcy and Insolvency, 5—Banks and Banking — Contract, 6—Covenant—Discovery, 4 — Insurance, 14—Parties, 3, 4—Principal and Agent, 4, 5—Railway, 4—Sale of Goods, 6.

COMPENSATION.

See Constitutional Law, 2 — Contract, 1—Executors and Administrators—Highway, 7—Landlord and Tenant, 1, 3—Mines and Minerals, 3, 4—Municipal Corporations, 5—Railway, 7, 8 — Vendor and Purchaser, 2—Will, 8.

CONDITION PRECEDENT.

See Contract, 3—Municipal Corporations, 4.

CONDITIONAL APPEARANCE.

See Writ of Summons, 2.

CONDITIONAL PROMISE.

See Guaranty.

CONDITIONAL SALE.

See Sale of Goods.

CONFESSION.

See Criminal Law, 4, 8.

CONSOLIDATION OF ACTIONS.

Cross-actions — Stay of one — Leave to Counterclaim in the other—Terms — Stay of Execution — Costs: Caswell v. Lyons, Lyons v. Caswell, 258.

See Parties, 4.

CONSPIRACY.

See Criminal Law, 2—Discovery, 4.

CONSTITUTIONAL LAW.

1. Ontario Act 9 Edw. VII. ch. 19, sec. 8 —Stay of Actions Attacking Validity of Contracts between Municipal Corporations and Hydro-Electric Power Commission — Intra Vires—British North America Act, sec. 92 — Property and Civil Rights in the Province — Magna Carta — Action Brought before Statute, Coming on for Trial — Disposition of—Declaration of Stay — Retention, but no Proceedings to be Taken—No Judgment to be Entered—No Costs — Power of Legislature to Vary Contract of Municipal Corporation: Smith v. City of London, 1148.

2. Provincial Legislature—Property and Civil Rights — Mining Lands — Rights of Discoverers of Minerals — Order in Council Withdrawing Lands from Prospecting Rights — Act of Legislature Approving — Action by Assignees of Discoverer — Status — Avoidance of Patent — Constitution of Action — Parties — Attorney-General — Powers of Legislature — Compensation — Evidence — Minister of the Crown — Motives for Executive Action — Public Policy: Florence Mining Co. v. Cobalt Lake Mining Co., 837.

See Municipal Corporations, 11.

CONTRACT.

1. Action against Executor for Value of Services Rendered to Testatrix—Understanding between Plaintiff and Testatrix that Compensation to be Made by Will—Quantum Meruit—Statute of Limitations — Recovery for Six Years only before Death: Johnson v. Brown, 1212.

2. Breach — Supply of Gas—Value — Damages — Measure of — Liability of Several Defendants — "Reservation" — Plant — "Exception" — Judgment — Construction of Contract — Evidence as to Damages—Measurement of Gas—Computation — Reference — Report — Appeal: Carroll v. Erie County Natural Gas and Fuel Co., 795.

3. Building Contract — Condition Precedent — Performance of Work in "Good and Workmanlike Manner" — Faulty Workmanship — Acceptance — Taking and Retaining Possession — Quantum Valebat — Waiver: Cole v. Smith, 774.

4. Building Contract—Sub-contract for Plastering Building—"Rendering" — Contract Price—Retention of Percentage — Premature Action — Extras — Set-off — Damages — Costs: Duborgel v. Whitham, 934.

5. Carriage of Grain — Rate of Payment for Carriage — "Bushel" — Different Standards of Measurement — Place where Contract Made—Place of Completion — Bills of Lading — Evidence of Usage or Custom—Ship — Powers of Master as Agent of Owners — Action to Recover Overpayment Made Voluntarily: Melady v. Jenkins, 439.

6. Company — Sale of Shares, Business, Assets, Stock, and Goodwill—Construction of Contract—Previous Option — Assumption of Liabilities by Purchaser — Liabilities not Appearing on Company's Books—Liabilities Incurred between Dates of Contract and Transfer — Innocent Misrepresentation—Evidence — Waiver — Debts — Salary — Set-off: Strong v. VanAllen, 490.

7. Construction — Telegraph Company — Railway Company — Free Carriage of Servants, Tools, and Stores of Telegraph Company—Limitation to Purposes of Construction and Maintenance along Railway Line—Recovery of Moneys Paid for Fares—Voluntary Payments — Mistake of Law—Counterclaim — Damages — Failure to Maintain Telegraph Line in Working Order—Breach of Covenant — Telegraph Service—Maintenance and Repair of Poles—Property in Poles — Declaration — Costs: North American Telegraph Co. v. Bay of Quinte R. W. Co., 275.

8. Interest in Mining Property—Assignment of Release of Interest by Assignor — Settlement — Evidence — Trust: Jewell v. Jacobs, 297.

9. Municipal Corporation — Supply of Electric Light for Streets — Construction of Contract — "Discoveries or Advances in the Electric Art" — Reduction in Price—Arbitration and Award—Scope of Submission — Powers of Arbitrator — Refund of Money Paid — Delay — Profits — Reference back — Costs: Re City of Hamilton and Hamilton Cataract Power Co., 121.

10. Peeling, Piling, and Delivery of Bark — Failure of Plaintiff to Do Work—Damages for Breach of Contract—Remedy Provided by Contract —Right of Defendants to Do Work — Exercise of Right — No Right to Damages — Construction of Contract — Implication from Deletion of Clause — Trespass — Damages — Principle of Assessment —Crown Dues Paid by Defendants—Disallowance: Boyd v. Shaw-Cassils Co., 991.

11. Putting Elevator in Building—Time for Completion — Delay — Extension of Time — Novation — Accord and Satisfaction—Damages for Non-performance of Contract—Measure of: Porter v. Parkin Elevator Co., 1053.

12. Release of Liability as Member of Syndicate — Consideration — Withdrawal of Charge of Obtaining Money by False Pretences—Illegal Consideration — Public Crime — Public Policy: Morgan v. McFee, 93; 18 O. L. R. 30.

13. Sale and Delivery of Mining Shares — Breach—Specific Performance—Damages — Measure of—Delay in Completion — Reasonable Time: Richardson v. Shenk, 913.

14. Contract — Sale and Delivery of Mining Shares—Evidence to Establish Contract—Statute of Frauds — Conflict of Testimony—Findings of Trial Judge: Pitt v. Warren, 665.

15. Subscription for Shares — Agreement of Defendant to Take Shares off Subscriber's Hands — Consideration — Reasonable Time within which to Make Demand — Rejection of Evidence — Result not Affected — No Substantial Miscarriage: Coburn v. Clarkson, 135.

16. Work and Labour—Concrete Work of Dam and Power-house Built for Municipal Corporation — Change of Site—Engineer — Disputes — Certificate — Evidence — Delay — Defective Work—Notice — Waiver — Dismissal of Contractor—Damages: Winger v. Village of Streetsville, 635.

See Broker — Carriers — Company, 1, 2—Constitutional Law, 1 — Contribution, 2—Damages, 1, 3, 5—Fraud and Misrepresentation, 1—Husband and Wife, 1, 4—Jury Notice, 2—Landlord and Tenant—Master and Servant, 1, 7—Mortgage—Municipal Corporations, 11, 12—Pleading, 4—Principal and Agent — Promissory Notes — Public Schools—Railway, 4, 5, 6, 10, 12—Sale of Goods—Street Railways, 4, 5—Timber, 2—Vendor and Purchaser—Venue, 3—Writ of Summons, 1, 2.

CONTRACT OF HIRING.

See Master and Servant.

CONTRIBUTION.

1. Co-sureties — Equitable Principle — Proportion of Contribution: Ostrander v. Jarvis, 375; 18 O. L. R. 17.

2. Joint Tort-feasors—Negligence—Joint Negligence — Contract — Municipal By-law — Electric Wires—Indemnity: Sutton v. Town of Dundas, 126; 17 O. L. R. 556.

CONTRIBUTORY.

See Company.

CONTRIBUTORY NEGLIGENCE.

See Crops—Highway, 6—Motoring — Negligence, 4 — Railway, 11, 13— — Street Railways, 2—Trial, 1, 3.

CONTROVERTED ELECTION PETITION.

See Parliamentary Elections, 1, 2.

CONTROVERTED ELECTIONS.

See Municipal Elections—Parliamentary Elections.

CONVERSION.

See Cheque—Partnership, 1—Railway, 4—Sale of Goods, 4.

CONVICTION.

See Company, 3—Costs, 2 — Criminal Law — Liquor License Act—Municipal Corporations, 7—Pleading, 7—Police Magistrate.

CORONER.

Powers of—Subpœna to Testify at Inquest Served on Witness out of Coroner's Territorial Jurisdiction —Disobedience — Issue of Warrant to Arrest — Ministerial Act — Certiorari—Motion to Quash Warrant — Prohibition — Witness already Examined — Re-examination Limited to New Matters: Re Anderson and Kinrade, 1082.

COSTS.

1. Motion for Summary Judgment—Refusal by Master, with Costs to Defendant in the Cause, unless otherwise Ordered by Trial Judge—Refusal of Trial Judge to Deal with Question — Application to Master, after Judgment for Plaintiffs at Trial, to Allow Plaintiffs Costs of Motion: Pringle v. Hutson, 484.

2. Motion to Quash Conviction under Provincial Act and to Discharge Prisoner — Dismissal of Motion — Power of Court to Award Costs to Crown — Costs of Motion to Vary Minutes of Order Dismissing Original Motion: Rex v. Leach, Rex v. Fogarty, 86; 17 O. L. R. 667.

3. Scale of Costs—Increased Jurisdiction of County Court—Amount Involved — Ascertainment "as Being Due" — County Courts Act, R. S. O. 1897 ch. 55, sec. 23 (2)—4 Edw. VII. ch. 10, sec. 10: Amyot v. Sugarman, 429, 924.

4. Security for Costs—Action by Solicitor, for Libel—R. S. O. 1897 ch. 68, sec. 10—Criminal Charge—Barratry — Action not Trivial or Frivolous: Mackenzie v. Goodfellow, 30.

5. Security for Costs — Assignment by Plaintiff for Benefit of Creditors pendente Lite—Judgment Sued on Included in Assignment—Re-assignment by Assignee to Plaintiff — Pleading—Stay or Dismissal of Action — R. S. O. 1897 ch. 147, sec. 9 —Venue — Irregularity — Waiver — Costs: Lawless v. Crowley, 358.

6. Security for Costs — Increase in Amount — Several Defendants — Limitation: Stowe v. Currie, 997.

7. Security for Costs — Libel — Newspaper—R. S. O. 1897 ch. 68, sec. 10 — Right of Sub-editor to Security—Good Faith — Frivolous Action: Robinson v. Mills, 606, 763, 853.

8. Security for Costs — Plaintiff out of the Jurisdiction — Præcipe Order—Setting aside — Property in Jurisdiction — Money Paid into Court by Defendants for Plaintiff—Refusal to Accept in Satisfaction of Claim —Other Moneys in Hands of Defendants: Postlethwaite v. Vermilyea, 1146.

9. Security for Costs—Plaintiff out of Jurisdiction — Property in Jurisdiction—Sum of Money Claimed in Action—Defence on Merits — Practice: Evans v. Dominion Bank, 1031.

10. Security for Costs—Plaintiffs out of the Jurisdiction—Payment of Money into Court by Defendants—Admission of Liability — Con. Rules 419, 420—Reduction of Amount of Security: Michaelsen v. Miller, 422.

See Account — Bankruptcy and Insolvency, 5, 6—Cemetery — Company, 6—Consolidation of Actions — Constitutional Law, 1—Contract, 4, 7, 9—Criminal Law, 9—Damages, 3—Death — Discovery, 6—Dower — Executors and Administrators — Fences — Fraud and Misrepresentation, 2—Fraudulent Conveyance — Insurance, 4 — Interpleader, 1 — Jury Notice, 1—Landlord and Tenant, 2—Master and Servant, 7, 9—Mechanics' Liens, 2 — Mines and Minerals, 3—Mortgage, 2, 4—Municipal Corporations, 6, 11—Partnership, 3—Pleading, 3—Practice, 1, 3 — Promissory Notes, 1 — Public Schools—Railway, 7, 8, 9—Release, 1—Solicitor—Trespass, 1, 2—Trial, 3—Vendor and Purchaser, 2, 7, 8, 9 —Venue, 3—Will, 3, 8, 13.

CO-SURETIES.

See Contribution, 1 — Husband and Wife, 3.

COUNCILLORS.

See Municipal Corporations, 6.

COUNTERCLAIM.

See Discovery, 5.

COUNTY COURT JUDGE.

See Fences—Municipal Corporations, 4 —Municipal Elections, 3—Trespass, 2.

COUNTY COURTS.

Jurisdiction—Amount Involved — Ascertainment "as being Due" — New Trial—Transfer of Action to High Court: Brownridge v. Sharpe, 508.

See Costs, 3—Venue, 3.

COURT OF APPEAL.

See Appeal to Court of Appeal—Appeal to Supreme Court of Canada.

COURTS.

See County Courts—Division Courts—Pleading, 2.

COVENANT.

Restraint of Trade—Breach—Evidence—"Interested in" Business—Finding of Fact—Reversal of Master's Finding—Damages — Technical Breach—Company—Control of Directorate—Application for Winding-up Order: Re Dewey and O'Heir Co., Dewey and O'Heir Co. v. Dewey, 32.

See Railway, 10 — Vendor and Purchaser, 10.

CRIMINAL LAW.

1. Abortion — Attempt to Procure—Indictment—"Operate" — Evidence—Rebuttal — Conviction—Crown Case Reserved—Form of Questions Submitted—Quashing Conviction: Rex v. Cook, 826.

2. Conspiracy — County Court Judge's Criminal Court for County of York—Jurisdiction — Indictment—Several Counts — Offences Alleged to have been Committed in the County of York and in another County—Preliminary Examination Held by Police Magistrate at Toronto—Defendants Residing out of County—Election to be tried by County Court Judge—Failure to Establish Offence Committed in County of York — Overt Act of one Defendant as Alleged in one Count, Committed in County of York — Evidence — Corroboration: Rex v. O'Gorman et al., 1189.

3. Conviction of Foreigner for Offence against Morals — Valid Conviction and Warrant of Commitment—Habeas Corpus — Right to go behind Conviction and Review Evidence before Magistrate—Prisoner not Understanding Proceedings before Magistrate — Interpreter—Capacity—Question for Magistrate: Rex v. Meceklette, 1039.

4. Evidence — Admissions of Prisoner—Confession to Police Officer Induced by Misstatement, Trick, or Deception—Admissibility—Absence of Threat or Inducement: Rex v. White, 144.

5. Frequenting House of Ill Fame—Plea of Guilty—Qualified Plea—Evidence—Conviction — Criminal Code, secs. 238, 239 — Omission of Allegation that Accused "did not Give a Satisfactory Account of himself"—Code, sec. 773 (f)—Declaration or Creation of Offence—Omission of "Habitual" before "Frequenter"—Code, secs. 852, 1124, 1130: Rex v. Lamothe, 154.

6. Murder—Verdict of "Guilty"—Application to Trial Judge, after Death Sentence, for Reserved Case—Charge to Jury—Reconsideration — Absence of Prejudice: Rex v. Swyryda, 468.

7. Reserved Case—Application by Prisoner to Trial Judge after Verdict—Criminal Code, secs. 1014, 1021—Appeal: Rex v. Labrie, 1145.

8. Selling Obscene Books and Pictures—Conviction by Magistrate—Summary Trial — Evidence of Sale Taking Place in Canada—Admission of Accused—Absence of Denial—Evidence of Confession — Reception — Police Officers—Threats or Inducements—Absence of Corroboration — Sufficiency of Confession — Charge not Reduced to Writing — Procedure—Criminal Code—Information—Prejudice of Magistrate—Looking at Pictures before Trial—Defect in Conviction — Absence of Scienter — Amendment — Same Defect in Warrant of Commitment—Habeas Corpus—Motion for Discharge—Enlargement for Purpose of Substituting Warrant in Proper Form: Rex v. Graf, 943.

9. Selling Obscene Books and Pictures—Magistrate's Conviction upon Summary Trial — Power to Amend — Criminal Code, Part XVI.—Habeas Corpus — Certiorari in Aid—Defective Warrant of Commitment—Substitution of Proper Warrant—Costs of Attorney-General—Punishment for Offence: Rex v. Graf, 1133.

See Company, 3—Coroner—Costs, 2—Liquor License Act—Master and Servant Act—Police Magistrate.

CROPS.

Destruction by Fire—Dominion Railway Act, sec. 298—Liability of Railway Company — Sparks from Engine—Marsh Hay Baled and Piled at Siding — Meaning of "Crops" — Construction of Statute — Noscitur a Sociis — Negligence — Contributory Negligence: Fraser v. Pere Marquette R. R. Co., 883.

CROSS-EXAMINATION.

See Practice, 1.

CROWN.

See Costs, 2.

CROWN CASE RESERVED.

See Criminal Law, 1, 6, 7.

CROWN DUES.

See Contract, 10.

CROWN LANDS.

See Vendor and Purchaser, 3.

CROWN PATENT.

See Constitutional Law, 2.

CUSTOM.

See Contract, 5—Sale of Goods, 7.

DAMAGES.

1. Breach of Charterparty—Hire of Ship for Season—Failure of Owners to Fulfil Contract—Measure of Damages—Principle of Assessment: Colbeck v. Ontario and Quebec Navigation Co., 1027.

2. Fatal Accidents Act—Death, by Defendants' Negligence, of Wife and Mother of Plaintiffs—Assessment of Damages by Jury—Husband's Loss—Children's Loss — Expectation of Pecuniary Benefit—Excessive Damages—New Trial: Ronson v. Canadian Pacific R. W. Co., 1179.

3. Inciting or Procuring Breach of Contract — Actionable Wrong—Sale of Goods to Customers Subject to Restriction—Rival in Business, with Notice of Restriction, Inducing Customer to Break Contract—Malice—Proof of Damage—Injunction—Nominal Damages—Reference — Costs: Copeland-Chatterson Co. v. Business Systems Limited, 259, 1211.

4. Personal Injuries to Young Woman by Negligent Operation of Street Railway Car—Charge to Jury—Elements of Damage — Loss of Prospect of Marriage — Quantum of Damages—Excess: Morin v. Ottawa Electric R. W. Co., 850; 18 O. L. R. 209.

5. Special Machine Manufactured by Defendants for Plaintiffs — Contract—Warranty — Breach — Defects — Moneys Paid to Put Machine in Working Order—Evidence—Findings of Trial Judge—Appeal: Canadian Fairbanks Co. v. London Machine Tool Co., 133.

See Broker, 1—Carriers—Contract, 2, 4, 7, 10, 11, 13, 16—Covenant—Discovery, 4—Fire — Fraud and Misrepresentation, 1, 2 — Highway, 4—Landlord and Tenant, 1, 2—Master and Servant, 5, 9—Mines and Minerals, 3, 6—Municipal Corporations, 3, 10—Negligence, 3—Pharmacist — Railway, 3, 4, 5, 8, 9, 12, 15, 17—Sale of Goods, 1, 7—Ship—Trespass, 1, 3 — Trial, 3 — Vendor and Purchaser, 3—Way, 1.

DEATH.

Presumption—Seven Years' Absence—Declaration under sec. 148 (3) of Insurance Act—Evidence—Affidavit — Appeal—Costs: Re Marshall and Ancient Order of United Workmen, 306; 18 O. L. R. 129.

See Damages, 2—Fatal Accidents Act—Master and Servant—Railway, 11, 12, 13, 14.

DECEIT.

See Fraud and Misrepresentation—Jury Notice, 1.

DEDICATION.

See Highway, 3— Mines and Minerals, 5.

DEED.

See Cemetery—Fraudulent Conveyance—Highway, 1—Vendor and Purchaser, 10.

DEFAMATION.

See Libel — Pleading, 6—Release, 1 — Slander.

DEFAULT JUDGMENT.

See Judgment, 1.

DEPARTMENTAL STORE.

See Assessment and Taxes, 1.

DEPENDENT RELATIVE REVOCATION.

See Will, 13.

DEPUTY REEVE.

See Municipal Elections, 2.

DEVISE.

See Will.

DEVOLUTION OF ESTATES ACT.

Registration of Caution after Expiry of Three Years — Approval of Official Guardian—Vested Interest of Infant in Land Devolving—Construction of secs. 14, 15, 16—Revesting in Personal Representative—Sale with Approval of Guardian: Re Bowerman and Hunter, 891; 18 O. L. R. 122.

DIRECTORS.

See Banks and Banking — Company — Parties, 3 — Pharmacist — Sale of Goods, 6.

DISCOVERY.

1. Examination of Agent of Party—Rule 903—Ex Parte Order—Necessity for Notice: Smith v. Clergue, 761.

2. Examination of Defendant—Action for Slander and Penalty under Dominion Statute—Questions Put to Defendant —Relevancy—Pleading: Clements v. Oliver, 530.

3. Examination of Defendants—One Defendant out of Jurisdiction—Examination on Commission—Another Defendant a Member of House of Commons—Examination during Session —Convenience of Member: Lindsay v. Currie, 538.

4. Examination of Officer of Plaintiff Company—Relevancy of Question—Conspiracy—Damages — Settlement with some Defendants — Amount Paid: McLean Stinson & Co. Limited v. White, 713, 853.

5. Examination of Parties—Undertaking of Solicitor—Breach — Letters—Interpretation — Counterclaim—Separate Examinations of Same Parties in Action and Counterclaim—Motion for Judgment on Counterclaim in Default of Defence: Stow v. Currie, 787.

6. Examination of Party—Danger to Life from Examination—Special Arrangements — Affidavit of Physician — Cross-examination — Costs: Lindsay v. Imperial Steel and Wire Co., 872.

7. Physical Examination of Plaintiff — Rule 462—Refusal to Submit to Examination — Motion to Dismiss Action — No Provision for Report by Surgical Examiner—Right of Plaintiff to Insist on Report: Leslie v. McKeown, 342.

8. Production of Documents—Action on Life Insurance Policies—Application of Law of Quebec—Agreements between Insurance Company and Agent and Agent and Sub-agent—Materiality—Relevancy—Authority of Agents —Order for Better Affidavit on Production: Gray v. Crown Life Insurance Co., 644.

9. Production of Documents — Examination of Parties—Order and Appointment Issued after Trial Begun — Mechanics' Lien Action—Motion to Set aside Order and Appointment—Forum — Official Referee Seised of Trial: Wade v. Tellier, 1132.

See Particulars—Trial, 2.

DISMISSAL OF ACTION.

See Fatal Accidents Act — Municipal Corporations, 2—Pleading, 4—Street Railways, 1.

DISTRESS.

See Landlord and Tenant, 2.

DISTRIBUTION OF ESTATES.

See Will.

DIVISION COURTS.

1. Judgment Debtor — Examination — Committal for Fraud—Imprisonment —Habeas Corpus—Warrant of Commitment—Finding of Fraud—Sufficiency—Warrant not Defective on its face—Habeas Corpus Act, sec. 1 "Process:" Re Stickney, 1203.

2. Order for Committal of Judgment Debtor—Power of Judge to Rescind —Re-trial—Mandamus: Re Wilson v. Durham, 762.

See Pleading, 2.

DOMESTIC TRIBUNAL.

See Insurance, 9.

DOMICILE.

See Insurance, 13.

DOMINION CONTROVERTED ELECTIONS ACT.

See Parliamentary Elections, 1, 2.

DOMINION RAILWAY ACT.

See Crops—Railway.

DOWER.

Limitation of Actions—R. S. O. 1897 ch. 133, sec. 25—Absence of Claimant from Province—Sale of Land Free from Dower—Order under Vendors and Purchasers Act not to Prejudice Claim for Dower—Costs: Re Foster and Knapton, 176, 507.

See Husband and Wife, 4—Insurance, 6—Lis Pendens.

DRAINAGE.

See Municipal Corporations, 2, 3, 4—Railway, 17.

DRAINAGE REFEREE.

See Municipal Corporations, 2.

DURESS.

See Husband and Wife, 3.

EASEMENT.

Right of Way—Extinguishment by Tax Sale—Liability of Easement to Assessment and Taxes—Validity of Assessment not Established — Onus—Statutes — "Privilege"—Judgment Declaring Right to Enjoyment of Easement: Essery v. Bell, 395; 18 O. L. R. 76.

See Railway, 10 — Vendor and Purchaser, 1, 9—Way.

ELECTION.

See Insurance, 6—Local Master—Principal and Agent, 5—Sale of Goods, 4—Solicitor, 4.

ELECTIONS.

See Municipal Corporations, 6—Municipal Elections — Parliamentary Elections.

ELECTRIC LIGHT.

See Contract, 9.

ELECTRIC WIRES.

See Contribution, 2—Negligence, 4.

ELECTRICITY.

See Municipal Corporations, 7.

ENCROACHMENT.

See Landlord and Tenant, 3—Mines and Minerals, 6.

ENGINEER

See Contract, 16—Municipal Corporations, 4.

EQUITABLE EXECUTION.

See Receiver.

ESTOPPEL.

See Company, 8, 10 — Highway, 1—Landlord and Tenant, 3—Master and Servant, 1 — Promissory Notes, 2—Railway, 10.

EVIDENCE.

See Broker, 1, 2—Company, 1—Constitutional Law, 2—Contract, 2, 5, 6, 8, 14, 15, 16—Covenant—Criminal Law—Death — Discovery — Fences—Fire — Fraud and Misrepresentation, 2—Highway, 3—Insurance, 10, 13—Landlord and Tenant, 2—Limitation of Actions, 1, 2, 3—Liquor License Act, 3, 6—Local Master—Master and Servant, 3—Mines and Minerals, 1—Police Magistrate — Practice, 1—Railway, 14, 17—Trial, 2—Vendor and Purchaser, 1, 2—Will, 13.

EXAMINATION OF JUDGMENT DEBTOR.

See Division Courts, 1.

EXAMINATION OF PARTIES.

See Discovery.

EXCHEQUER COURT.

See Trial, 4.

EXECUTION.

See Appeal to Court of Appeal, 11—Consolidation of Actions.

EXECUTORS AND ADMINISTRATORS.

Compensation—Quantum of Allowance—Costs of Administration Settled by Residuary Legatees—Costs of Passing Accounts—Items not Covered by Tariff—Strict Taxation: Re Morrison, 767.

See Contract, 1—Landlord and Tenant, 4—Limitation of Actions, 1—Master and Servant, 11—Solicitor, 2—Vendor and Purchaser, 6.

EXPENDITURES.

See Lunatic—Mortgage, 3.

EXPLOSIVES.

See Municipal Corporations, 12—Negligence, 2, 3—Particulars.

EXPROPRIATION.

See Municipal Corporations, 5—Railway, 7, 8.

EXTRA-PROVINCIAL CORPORATION.

See Bankruptcy and Insolvency, 1.

FALSE IMPRISONMENT.

See Pleading, 7.

FALSE PRETENCES.

See Contract, 12.

FARM CROSSING.

See Railway, 9.

FATAL ACCIDENTS ACT.

Death of Adopted Child—Construction of Statute—Right of Action not Given — Summary Dismissal of Action — Rule 261: Blayborough v. Brantford Gas Co., 573; 18 O. L. R. 243.

See Damages, 2—Master and Servant, 11—Railway, 12.

FENCES.

Boundary Line between Farm Lots—Evidence as to Position of Former Fence—Statute of Limitations—Proceedings of Fence-viewers — Line Laid by Surveyor—Appeal to County Court Judge from Award of Fence-viewers—Order on—Effect of—Jurisdiction — Determination of True Boundary—R. S. O. 1897 ch. 284—History of Legislation—Injunction—Counterclaim — Declaration of Title—Costs: Delamatter v. Brown, 58, 862.

See Fire—Limitation of Actions, 3—Railway, 1, 2, 3—Trespass, 2.

FIRE.

Negligence in Setting out — Injury to Land — Destruction of Timber and Fences — Damages — Valuation—Conflict of Evidence: Davis v. Rowsome, 860.

See Crops—Infant, 3—Negligence, 1—Railway, 6—Timber, 1.

FIRE INSURANCE.

See Insurance, 4, 5.

FORECLOSURE.

See Mortgage, 1, 2.

FOREIGN COMMISSION.

See Discovery, 3.

FORFEITURE.

See Insurance, 9—Municipal Corporations, 7.

FORGERY.

See Cheque—Principal and Agent, 1.

FORUM.

See Discovery—Municipal Corporations, 2—Practice, 2.

FRANCHISE.

See Street Railways, 4.

FRATERNAL SOCIETY.

See Insurance, 9.

FRAUD AND MISREPRESENTATION.

1. Action for Deceit—Sale of Interest in Business — Misrepresentation as to Assets and Liabilities — Contract—Damages—Measure of: Dickson v. Leroy, 147.

2. Lease of Farm — Representations of Lessor as to Condition—Evidence—Damages—Costs: Luck v. Rannie, 715.

See Cheque — Company, 15—Division Courts, 1—Husband and Wife, 3, 4, 6—Jury Notice, 2—Master and Servant, 1—Mines and Minerals, 2—Parties, 4—Pleading, 4—Promissory Notes, 1—Release, 2 — Vendor and Purchaser, 8.

FRAUDULENT CONVEYANCE.

Transfer of Property by Husband to Wife—Prosperous Financial Condition of Husband at Time of Transfer—Intention to Enter into Hazardous Business—Fear of Future Creditors—R. S. O. 1897 ch. 334—Finding of Fraudulent Intent—Judgment—Creditors' Claims — Reference — Costs: Alexandra Oil and Development Co. v. Cook, 405.

See Pleading, 8.

FREQUENTING HOUSE OF ILL FAME.

See Criminal Law, 5.

GAS.

See Contract, 2—Negligence, 2, 3—Particulars.

GUARANTY.

Conditional Promise to Pay Debt of Another — Formation of Partnership—Condition not Fulfilled—Assignment of Money Claim—Order for Payment—Same Condition Applicable: McDirmott v. Cook, 904.

See Husband and Wife, 3.

HABEAS CORPUS.

See Criminal Law, 3, 8, 9 — Division Courts, 1.

HIGH COURT OF JUSTICE.

See Municipal Corporations, 2.

HIGHWAY.

1. Closing up—Conveyance of Part of Road Allowance — Title to Land—Statute of Limitations — Appurtenance—Former Action — Res Adjudicata—Estoppel—Deed — Municipal Corporation—By-law—Ejectment — Declaration of Title: Pirie and Stone v. Parry Sound Lumber Co., 319.

2. Closing up — Jurisdiction of Village Council to Close Part of Highway Extending into other Municipalities—Municipal Act, 1903, sec. 637—"Wholly within the Jurisdiction of the Council:" Re Taylor and Village of Belle River, 778.

3. Dedication — Survey — Plan — Evidence — Title — Onus—Statutes—Lien for Improvements — Municipal Corporation—Rights of Public: Watson v. Town of Kincardine, 327.

4. Non-repair — Injury to Horse—Liability of Municipality — Dangerous Condition of County Road by Reason of Accumulation of Snow and Ice—Pitch Holes and Ridges—Damages: Gallagher v. County of Lennox and Addington, 227.

5. Non-repair — Injury to Pedestrian—Liability of Municipal Corporation—Notice—Misfeasance—Hole in Highway Caused by Works Undertaken by Corporation: Sangster v. Town of Goderich, 419.

6. Obstruction—Injury to Traveller—Deviation from Travelled Way—Nuisance—Misfeasance — Responsibility of Township Corporation — Toll Road — Removal of Tolls—County By-law — Validating Statute—Toll Roads Act—Electric Railway Tracks Laid on Portion of Highway—Track Raised above Level — Contributory Negligence — Primary Responsibility of Municipality for Fault of Electric Railway Company — Statutes: Pow v. Township of West Oxford, 162.

7. Opening up of Original Road Allowance—Township By-law—Part of Allowance Enclosed by Private Owners—Substituted Way—Deflected Road, Including Lands of Private Owners—Notice to Owners — Sufficiency—Municipal Act, 3 Edw. VII. ch. 19, secs. 641, 642, 643—Compensation to Private Owners — Omission to Provide for—Quashing By-law: Re Lister and Township of Clinton, 582; 18 O. L. R. 197.

See Motoring—Railway, 2, 10.

HOTCHPOT.

See Will, 1.

HUSBAND AND WIFE.

1. Alimony—Cruelty—Unfounded Suspicions—Injury to Health—Apprehension of Danger to Life—Agreement for Separation—Specific Performance—Claim to Personal Property—Marriage Gifts — Custody of Child — Amount of Alimony: Cowie v. Cowie, 599.

2. Alimony — Interim Allowance — Evidence—Contradictory Affidavits—Interim Disbursements—Speedy Trial: Goldman v. Goldman, 672.

3. Joint Sureties for Debt of Third Person—Liability of Wife—Lack of Independent Advice—Fraud—Duress—Findings of Trial Judge—Demeanour of Witnesses — Appeal: Sawyer-Massey Co. v. Hodgson, 980.

4. Marriage Contract — Quebec Law — Sum of Money Payable to Wife after Death of Husband—Right of Wife to Rank as Creditor upon Insolvent Estate of Deceased Husband—Construction of Contract—Onerous or Gratuitous Contract—Consideration—Love and Affection — Renunciation of Dower — Insolvency of Husband at Date of Contract—Absence of Actual Fraudulent Intent: O'Reilly v. O'Reilly, 967.

5. Mortgage Given by Wife to Secure Debt of Husband—Wife Acting on Importunity of Husband and without Independent Advice—Interview with Solicitor for Husband — Evidence—Mortgage Void: Euclid Avenue Trusts Co. v. Hohs, 1050.

6. Promissory Note Signed by Wife at Request of Husband — Absence of Fraud — Husband Acting as Agent for Bank—Note Given to Secure Indebtedness of Husband to Bank—Wife Acting without Independent Advice—Liability: La Banque Nationale v. Usher, 896.

See Bankruptcy and Insolvency, 6 — Damages, 2—Fraudulent Conveyance —Marriage — Pleading, 5—Principal and Agent, 4.

HYDRO-ELECTRIC POWER COMMISSION.

See Constitutional Law, 1—Municipal Corporations, 1—Pleading, 4.

ILLEGAL CONSIDERATION.

See Contract, 12.

ILLEGAL DISTRESS.

See Landlord and Tenant, 2.

IMPROVEMENTS.

See Highway, 3—Landlord and Tenant, 3—Lunatic—Timber, 2—Vendor and Purchaser, 2, 3.

INCITING BREACH OF CONTRACT.

See Damages, 3.

INDEMNITY.

See Broker, 1—Contribution — Negligence, 4.

INDEPENDENT ADVICE.

See Husband and Wife, 3, 5, 6.

INDICTMENT.

See Criminal Law, 1, 2—Libel.

INFANT.

1. Custody — Adoption — Rights of Parent—R. S. O. 1897 ch. 259. sec. 12 — Payment for Maintenance of Child: Re Davis, 939.

2. Legacy—Direction for Payment at Age of 18—Payment into Court—Power of Court to Order—Payment before Majority — Discharge — Order for Payment out—Terms—Official Guardian: Re Robertson, 208; Re Robertson, 17 O. L. R. 568.

3. Mortgage of Lands — Sanction of Court — Replacing Buildings Destroyed by Fire—Benefit of Infant—Safeguards: Re Moffatt, 1071.

See Devolution of Estates Act—Fatal Accidents Act—Husband and Wife, 1—Insurance, 14—Marriage.

INJUNCTION.

Sale of Land—Promissory Notes Given for Purchase Money — Claim by Plaintiff—Injunction to Restrain Defendants from Dealing with Notes or Proceeds of Sale of Notes—Payment into Court — Rule 1096—Scope of: McDonald v. Curran, 272.

See Company, 5—Damages, 3—Fences—Mines and Minerals, 5—Municipal Corporations, 6, 8—Railway, 10—Receiver—Trespass, 3—Way, 2.

INSOLVENCY.

See Bankruptcy and Insolvency.

INSURANCE.

1. Accident Insurance—Expiry of Policy —Attempted Renewal after Accident —Death from Injuries—Authority of Agent of Insurers to Renew—Renewal Receipt — Ontario Insurance Act, sec. 148—Payment of Premium: Carpenter v. Canadian Railway Accident Insurance Co., 821.

2. Accident Insurance — Payment of Claim for Total and Partial Disability for Short Period Following Accident — Release of Company from Liability for all Injuries from same Accident—Release Signed by Assured as "a Receipt in Full"—Matter in Contemplation of Parties — Release not a Bar to Further Claim for Injuries Subsequently Developing from same Accident: Kent v. Ocean Accident and Guarantee Corporation, 1072.

3. Accident Insurance—Policy Issued to "Traveller" — Accidental Death of Assured while Acting as Brakesman —Occupation or Exposure to Danger Classed as more Hazardous—Provisions of Policy — "Temporarily or Permanently Engaged:" Stanford v. Imperial Guarantee and Accident Insurance Co. of Canada, 1171.

4. Fire Insurance — Amount of Loss — Evidence—Finding—Right of Action of Assured—Loss Payable to Bank—Assignment of Benefit to Bank—Addition of Bank as Defendants—Costs —Insufficiency of Proofs of Claim—Actions Brought Prematurely—Successful Plaintiffs Ordered to Pay Costs — Statutory Conditions—Burden of Proof—Waiver: National Stationery Co. v. Traders Fire Insurance Co., National Stationery Co. v. British America Assurance Co., 367.

5. Fire Insurance—Goods Destroyed and Damaged by Fire — Appraisement—Question as to Property Included in Policy—Evidence—Coal Oil Kept on Premises — Defence not Pleaded: Kreutzinger v. Standard Mutual Fire Insurance Co., 753.

6. Life Insurance — Benefit Certificate—Allotment by Insured among Preferred Class — Variation by Will—Power to Provide that Allotment to Widow be in Lieu of Dower—Election—Reapportionment: Re Lester 343, 772.

7. Life Insurance — Benefit Certificate—Designation of Insurance Moneys in Favour of "Legal Heirs' — Insurance Act, R. S. O. 1897 ch. 203, sec. 2, sub-sec. 36—7 Edw. VII. ch. 36, sec. 1—Will: Re Hamilton and Canadian Order of Foresters, 410; 18 O. L. R. 121.

8. Life Insurance — Benefit Certificate Payable to Wife of Assured—Subsequent Designation by Will in Favour of Mother and Sisters—Predecease of Mother — Certificate Unaltered—Rival Claims to Insurance Moneys—Payment into Court: Re McHutchion and Canadian Order of Foresters, 1010.

9. Life Insurance—Benefit Society—Certificate of Membership—Rules of Society—Conditions as to Death Benefit—Fraternal Society — Membership in Good Standing in Private Lodge—Refusal of Lodge to Certify at Death —Forfeiture of Benefit notwithstanding Payment of Assessment to Insurance Department of Grand Lodge—Parties to Action—Private Lodge not before the Court—Resort to Domestic Tribunals—Insurance Act, R. S. O. 1897 ch. 203, sec. 165 (1)—Repayment of Assessments: McKechnie v. Grand Orange Lodge of British America, 413.

10. Life Insurance—Indorsement of Policy in Favour of Beneficiary for Value — Advances to Insured—Debt Barred by Statute of Limitations—No Answer to Claim on Security—Payment of Debt—Evidence—Onus —Right of Creditor to Insurance Moneys as against Executrix of Insured: Re Commercial Travellers Mutual Benefit Society and Tune, 932.

11. Life Insurance — Policy Payable to Assured's "Surviving Children, Share and Share alike"—Variation by Will — Provision for Division when Youngest Child Attains Majority — Substituting Grandchildren in event of Death of Chlidren—Variation of Terms of Policy—Substitution of Absolute for Contingent Interest — Provisions of Statute in Force in 1895—Right of Children to be Paid as each Attains Majority: Re Dicks, 645.

12. Life Insurance — Policy Payable to Legal Representatives or Assigns of Insured—Designation of Beneficiaries by Will—Insurance Act, sec. 160 —Identification of Policy — Sufficiency — Revocation of Will by Second Marriage — Effect of: Re Watters, 385.

13. Life Insurance — Policy Payable to Wife of Insured — Assignment of Policy by Insured to Creditor in Trust for himself and another—Consent of Wife by Letter to Assignee—Wife Domiciled in Province of Quebec—Absolute Nullity of Assignment — Quebec Law—Re-assignment of Policy by Original Assignee to Bank—Notice of Claim of Cestui que Trust—Bona Fide Purchaser for Value—Evidence: Crawford v. Canadian Bank of Commerce, 957.

14. Life Insurance—Winding-up of Insurance Company—Distribution of Deposits Held by Minister of Finance and Assets Held by Trustees under Dominion Insurance Act — Payment of Dividends where Beneficiaries are Infants—Dominion Winding-up Act, secs. 162, 163 — "Policy-holder"—Preferred Beneficiaries—Payment of Moneys into Court Subject to Changes by Assured within Class of Preferred Beneficiaries — Payment out on Death of Assured: Re Mutual Life Association, W. E. Wellington's Claim, 1109.

See Account — Death — Discovery, 8—Timber, 1.

INTEREST.

See Account—Mortgage, 1, 4—Railway, 7.

INTERPLEADER.

1. Application by Carriers—Rival Claimants—Lien for Freight—Disposition of Goods pending Trial of Issue—Reversal of Order for Sale—Retention of Goods by Carriers — Security—Costs: Re Canadian Pacific R. W. Co. and Warren, 225.

2. Application by Stakeholder — Dispute as to Amount Due—Action Pending—Remedy by Payment into Court of Sum Admitted to be Due—Refusal of Application: Re Independent Cash Mutual Fire Insurance Co., 1383.

See Bankruptcy and Insolvency, 3.

INTOXICATING LIQUORS.

See Liquor License Act—Municipal Corporations, 7—Police Magistrate.

JOINDER OF PARTIES.

See Parties, 2, 3, 4.

JOINT TORT-FEASORS.

See Cheque — Contribution, 2—Negligence, 4.

JUDGMENT.

1. Default Judgment — Setting aside — Summary Judgment for Part of Claim — Proceeding for Whole Claim — Proceeding for Whole Claim—Statement of Claim—Irregularity—Judgment Vacated: Sovereign Bank v. Laughlin, 691.

2. Summary Judgment—Rule 603—Promissory Note—Action by Indorsee—Security — Overdue Note—Partnership—Accommodation—Notice: Bain v. Brown, 759.

3. Summary Judgment—Rule 603—Promissory Note — Subscription for Shares—Agreement with Agent—Defence to Action — Unconditional Leave to Defend: Farmers' Bank v. Hunter, 402.

See Company, 4 — Contract, 2—Costs, 1 — Fraudulent Conveyance — Marriage—Master and Servant—Mechanics' Liens, 1 — Mortgage, 1 — Municipal Corporations, 2 — Parties, 3 — Pleading, 8 — Principal and Agent, 5 — Receiver — Release, 2 — Sale of Goods, 4—Vendor and Purchaser, 7.

JUDGMENT DEBTOR.

See Division Courts, 1, 2—Mechanics' Liens, 2.

JURISDICTION.

See Appeal to Supreme Court of Canada, 2, 3, 4—Company, 16—Coroner — Costs — County Courts — Criminal Law, 2 — Fences — Highway, 2 — Liquor License Act, 7—Master and Servant Act—Mines and Minerals, 3 — Municipal Corporations, 2, 4 — Parliamentary Elections, 2—Pleading, 2 — Police Magistrate — Sale of Goods, 7—Street Railways, 4, 5.

JURY.

See Damages, 2, 4—Master and Servant, 4, 5, 6, 7, 9, 10—Motoring—Negligence, 3, 4—Railway, 2, 11, 12, 13, 14, 16—Release, 2—Street Railways—Trial.

JURY NOTICE.

1. Action for Deceit—Claim for Rescission of Term of Contract—Abandonment by Plaintiff — Amendment — Plaintiff's Jury Notice Allowed to Stand: McCloy v. Holliday, 928.

2. Irregularity—Judicature Act, sec. 103—Exclusive Jurisdiction of Court of Chancery before 1873—Action to Set aside Contracts for Fraud—Frame of Statement of Claim: Hall v. McPherson, 929.

3. Motion to Strike out—Discretion — Reference to Trial Judge: Dyment v. Dyment, 461.

4. Striking out — Separate Sittings for Jury and Non-jury Cases—Practice—Power of Judge in Chambers to Strike out Jury Notice before Trial—Issues of Fact and Law—Determination as to Method of Trial Left to Trial Judge: Stavert v. McNaught, 921, 1105.

JUSTICE OF THE PEACE.

See Liquor License Act, 6, 7—Master and Servant Act—Police Magistrate.

LACHES.

See Sale of Goods, 4.

LANDLORD AND TENANT.

1. Agreement for Lease—Relinquishment of Rights by Plaintiff—Burden of

Proof—Delay in Commencement of Action—Refusal of Specific Performance — Discretion — Damages for Breach of Agrement—Measure and Quantum—Value of Premises—Loss of Profits—Compensation for Loss of Lease—Increase in Rental Value: Jarvas v. Tormey, 432.

2. Distress when no Rent Due—Evidence — Damages for Illegal Distress — Nominal Damages—Costs: Gormally v. McFee, 590.

3. Encroachment by Tenant upon Unenclosed Lands of Landlord Adjoining Demised Premises—Compensation for Use and Occupation—Acquisition of Title by Possession—Statute of Limitations — Possession Taken before Lease but in Contemplation of Lease —Repudiation—Estoppel — Renewal Lease—Right of Tenant to have Premises in Dispute Included—Equitable Right—Improvements: City of Toronto v. Ward, 312; 18 O. L. R. 214.

4. Lease of Hotel—Lease by Executors—Effect of one not Joining—Beneficial Owner for Life Executing as Executor—Proviso for Reasonable Rebate of Rent in Certain Event—Happening of Event—Enforcement of Proviso—Reference to Ascertain Amount of Rebate: Hessey v. Quinn, 907.

See Bankruptcy and Insolvency, 1 — Fraud and Misrepresentation, 2 — Limitation of Actions, 2—Partnership, 2—Railway, 8—Trespass, 1.

LANE.

See Way.

LEASE.

See Appeal to Court of Appeal, 1 — Bankruptcy and Insolvency, 1 — Fraud and Misrepresentation, 2 — Landlord and Tenant — Liquor License Act, 5—Railway, 8—Vendor and Purchaser, 9.

LEAVE TO APPEAL.

See Appeal to Court of Appeal—Appeal to Divisional Court—Appeal to Supreme Court of Canada.

LEGACY.

See Account—Infant, 2—Will, 6, 12.

LETTERS OF ADMINISTRATION.

See Master and Servant, 11.

LIBEL.

Pleading—Statement of Defence—Indictment of another Person for the same Defamatory Writing — Pleading in Bar—"Embarrassing" Pleading — Rule 298 — Striking out: Mills v. Spectator Printing Co., 685.

See Costs, 4, 7—Release, 1.

LICENSE.

See Liquor License Act — Mines and Minerals—Municipal Corporations, 7, 12—Trespass, 1.

LIEN.

See Highway, 3—Interpleader, 1—Mechanics' Liens—Railway, 4—Timber, 1, 2—Vendor and Purchaser, 2, 5.

LIFE INSURANCE.

See Insurance, 6-14.

LIMITATION OF ACTIONS.

1. Claims for Professional Services — Cross-accounts—Items More than 6 Years Old—Effect of Later Items—Statute of Frauds—Promise to Pay for Services Rendered to Third Persons—Claim against Executor—Corroboration—Entries in Books—Evidence: Halliwell v. Zwick, 1.

2. Real Property Limitation Act — Acquisition of Title by Possession — Adverse Possession — Occupation of Land in Return for Services—Evidence — Payment of Taxes not Equivalent to Payment of Rent—Transmission of Interest Acquired under Statute—Successful Occupants —Combined Terms of Possession: Bowman v. Watts, 481.

3. Real Property Limitation Act — Adverse Possession — Evidence — Legal Estate—Fences—Boundaries — Isolated Acts of Ownership—Series of Trespasses — Acts not Exclusive of True Owner—Insufficiency: Shunk v. Downey, 398.

See Contract, 1 — Dower — Fences — Highway, 1 — Insurance, 10—Landlord and Tenant, 3 — Promissory Notes, 1 — Receiver — Vendor and Purchaser, 1—Will, 12.

LIQUOR LICENSE ACT.

1. Application for License to Sell Intoxicating Liquors on Premises in Village—Creation of Village after Final

Passing of Local Option By-law of Township of which Village Formed Part—Municipal Act, 1903, sec. 55—"By-laws in Force"—Prohibition of Local Option By-law not Actually Operative — Existing By-law: Re Denison and Wright, 1056.

2. By-law of City Council Reducing Number of Licenses—Powers of Council—Section 20 of Act—Next Ensuing License Year—Future Years — Continuance of By-law in Force until Altered or Repealed—Annexation of Town to City—By-law of Town — Repeal by Implication—Annexation of Territory to City after First Reading of By-law—By-law not Reintroduced—Procedure of Council — Objection to By-law—Discretion as to Quashing—Repeal of Former By-laws: Re Brewer and City of Toronto, Re Robinson and City of Toronto, 954.

3. Conviction for Keeping Intoxicating Liquor for Sale without License — Information — Allegation of Previous Conviction — R. S. O. 1897 ch. 245, sec. 100 (1)—Evidence — Accused Questioned as to Previous Conviction before being Found Guilty on Subsequent Charge—Question not Referring Expressly to the Conviction Alleged in Information: Rex v. Vanzyl, 485.

4. Conviction for Offence against sec. 112—Amendments by 7 Edw. VII. ch. 46, sec. 5, and 8 Edw. VII. ch. 54, sec. 6 — Construction — Liability of Owner or Person having Control of Unlicensed Premises for Illegal Keeping or Selling by Occupant: Rex v. Bradley, 39.

5. Conviction for Permitting Liquor to be Consumed on Unlicensed Premises—Owner, not being "Occupant," not Liable—Section 50 of Act—Lease of Premises — Owner Remaining as Boarder—"Permit"—Mens Rea — No Evidence of Authorisation or Connivance: Rex v. Irish, 769.

6. Conviction for Selling Intoxicating Liquor without a License—Proof that Liquors Sold were Intoxicating—Criminal Code, sec. 786—Objection that Accused not Allowed to Make Full Answer and Defence—Evidence — Cross-examination of Witnesses for Prosecution — Discrediting Witnesses — Irrelevant Questions — Refusal to Answer Sustained by Magistrate—Discretion: Rex v. Butterfield, 542, 616.

7. Selling Liquor in Prohibited Hours — Convictions for Second Offences — Information Charging First Offences — Acknowledgment of Guilt — Payment of Fines as for First Offences—Informations Subsequently Amended so as to Charge Second Offences — Convictions—Penalties — Imprisonment as for Second Offences—Minute of Adjudication — Affidavits — Recovery of Penalties by Distress — Term of Imprisonment — Motion to Quash Convictions—Objections not Affecting Jurisdiction of Justice of the Peace—2 Edw. VII. ch. 12, sec. 14 (O.): Rex v. Renaud, 1090.

See Municipal Corporations, 9—Police Magistrate.

LIS PENDENS.

Order Vacating Registry of—Vexatious Proceeding — Action for Declaration of Inchoate Right to Dower: King v. King, 760.

LOCAL IMPROVEMENTS.

See Municipal Corporations, 8.

LOCAL MASTER.

Report—Appeal — Reference back—New Report — Disregard of Findings of Court—Second Appeal—Reference to another Referee — Adjudication on Evidence already Taken—Election: Anderson v. Ross, 625.

See Company, 16.

LOCAL OPTION BY-LAW.

See Liquor License Act, 1—Municipal Corporations, 9.

LOST LUGGAGE.

See Carriers.

LUNATIC.

Committee of Estate—Moneys Advanced by Committee on Mortgage of Lunatic's Lands—Accounting — Expenditures Made in Improvement of Estate not Sanctioned by Court—Allowance for, on Taking Accounts—Costs of Accounting — Failure to Account Yearly as Ordered—Rule 766—Reference: Breen v. Toronto General Trusts Corporation, Re Breen, 1060.

See Will, 2.

MAGNA CARTA.

See Constitutional Law, 1.

MANDAMUS.

See Divisional Courts, 2 — Mines and Minerals, 1 — Municipal Corporations, 1.

MARITIME LAW.

See Ship.

MARRIAGE.

Action for Declaration of Invalidity — One Party under 18—Absence of Parents' Consent—R. S. O. 1897 ch. 162, secs. 15, 31 (1)—Fulfilment of Requirements — Collusion—Motion for Judgment in Default of Appearance—Refusal — Rules 586, 593 — Trial on Oral Evidence—Discretion —Appeal: Menzies v. Farnon, 586, 711; 18 O. L. R. 174.

See Damages, 4—Husband and Wife — Insurance, 12.

MARRIAGE CONTRACT.

See Husband and Wife, 4.

MARRIAGE GIFTS.

See Husband and Wife, 1.

MASTER AND SERVANT.

1. Contract of Hiring—Construction — Payment of Commission — Weekly "Cash Advance"—Liability of Servant to Account for, where Commissions Less than Weekly Sum—Mistake—Parties not ad Idem—Liability of Sureties — Misrepresentation — Assent of Master's Agent—Estoppel —Relief of Sureties: Williams Manufacturing Co. v. Michener, 46.

2. Injury to Servant — Dangerous Machinery—Warning—Fault of Servant Nonsuit: Mammelito v. Page-Hersey Co., 109.

3. Injury to Servant—Negligence—Dangerous Work — Defective System—Knowledge of Danger — Voluntary Exposure—Discovery of Fresh Evidence—Corroborative Evidence—Refusal to Order New Trial: Dagg v. McLaughlin, 150.

4. Injury to Servant—Negligence—Dangerous Work—Want of Proper Appliances—Findings of Jury — Evidence—Fault of Servant: Bainard v. Michigan Central R. R. Co., 112.

5. Injury to Servant—Negligence—Findings of Jury—Workmen's Compensation Act — Damages: Bagnall v. Durham Rubber Co., 164.

6. Injury to Servant—Negligence of Master — Disobedience of Orders—Dangerous Machine—Trial—Findings of Jury—Questions left Unanswered—Effect of—Proper Judgment to be Entered: D'Aoust v. Bissett, 1115.

7. Injury to Servant—Negligence of Master — Unprecedented Occurrence — Duty to Guard against — Question for Jury — Evidence — Findings—Contract of Service—Obligatory Contract—Condition of Hiring—Validity of Contract—Payments Made to Injured Servant — Acceptance with Knowledge—R. S. O. 1897 ch. 160, sec. 10—Consideration—Adequacy—Improvidence—Just and Reasonable Contract—Release—Bar to Action—Costs: Fisher v. International Harvester Co. of Canada, 381.

8. Injury to Servant—Negligence of Railway Company—Explosion—Defective Condition of Boiler—Necessity for Inspection—Failure of Company to Discharge Duty of Master—Liability at Common Law—Evidence: Waddell v. Pere Marquette R. R. Co., 817.

9. Injury to Servant and Consequent Death — Negligence — Findings of Jury—Fault of Foreman of Works—Workmen's Compensation Act — Defective System—Common Law Liability—Railway — Damages—Reduction—Apportionment — Costs: Lappage v. Canadian Pacific R. W. Co., 118.

10. Injury to Servant and Consequent Death—Railway — Engine-driver — Collision of Train with Yard-engine —Disobedience of Rules—Neglect of Duty by Yard-foreman—Liability under Workmen's Compensation Act—Liability at Common Law—Defective System—Gross Negligence—Findings of Jury — Selection of Competent Persons to Superintend Work—Supply of Adequate Resources and Materials—Dismissal of Claim at Common Law: Fralick v. Grand Trunk R. W. Co., 462.

11. Injury to Servant and Consequent Death — Workmen's Compensation Act—Notice Prescribed by sec. 9—Reasonable Excuse for Failure to Give — Administrator Suing under

Fatal Accidents Act—Letters of Administration — Ignorance of Law—Reasonable Promptitude—Actionable Negligence—Workman Run over by Train in Railway Yard—Findings of Jury—Licensee — Statutory Duty—Defective System: Giovinazzo v. Canadian Pacific R. W. Co., 24, 1200.

See Company, 1 — Negligence, 3, 4 — Railway, 12-15.

MASTER AND SERVANT ACT.

Order of Police Magistrate for Payment of Wages—Right of Appeal to County Court Judge—Jurisdiction of Magistrate to Consider Defence of Failure of Consideration for Wages by Reason of Negligence of Servant—Jurisdiction of Judge on Appeal to Consider same Defence—Prohibition: Re O'Neill and Duncan Lithographing Co., 511, 648.

MASTER (LOCAL).

See Local Master.

MASTER IN CHAMBERS.

See Practice, 3.

MECHANICS' LIENS.

1. Proceeding to Enforce Lien — Motion for Summary Judgment against Defendants Personally Liable—Practice—Scheme of Mechanics' Lien Act: Roberston v. Bullen, 56.

2. Sale of Land Affected to Realise Liens—Judicial Sale—Interest under Oil and Gas Lease — Contract of Purchasers—Land Subject to Tax Imposed by Supplementary Revenue Act, 1907 — Ignorance of Vendors and Purchasers of Existence of Tax—Purchasers not Entitled to have Amount of Tax Deducted from Purchase Money—Rescission of Sale—Direction for Re-sale — Costs—Appeals: Wesner v. Tremlay, 544, 1017.

See Discovery, 9.

MEMBER OF PARLIAMENT.

See Discovery, 3.

MERGER.

See Sale of Goods, 4.

MINES AND MINERALS.

1. Abandonment of Application for Claim—Effect of Subsequent Application for Same Claim—Validity—Discovery—Work on Ground — Staking — Recording—Mining Act—Powers of Commissioner—Parties—Trusteeship—No Findings on Evidence—Mandamus—Appeal from Decision of Mining Commissioner—Reference back: Re Wright and Coleman Development Co., 900.

2. Applications Recorded — Disputes — Dismissal by Mining Recorder—Appeal to Mining Commissioner—Status of Appellants—Discovery of Mineral—Staking — False Affidavit—Abandonment of Claim—Mines Act and Amendments — "Indicate"—Fraud—New Trial: Re McNeil and Plotke, Re McCully and Plotke, 6; 17 O. L. R. 621.

3. Award of Mining Commissioner—Jurisdiction—Mines Act, 1906, secs. 119, 132—Licensee — Transferee—Damages — Owner of Surface Rights—Compensation—Demand — Costs — Leave to Appeal: Bassett v. Clark Standard Mining Co., 97; 18 O. L. R. 38.

4. Mines Act, sec. 109—Land Reserved or Set apart as a Town Site—Land Subdivided by Private Owner and Plan Registered under Surveys Act—Mining Claim — Compensation—Mines Act, sec. 119: Re Western and Northern Land Corporation and Goodwin, 177; 18 O. L. R. 63.

5. Patentees of Mining Rights—Owners of Surface Rights — Roadway from Mines — Right of User — Right to Search for Minerals—Town Site—Streets and Lots—Plan — Survey — Dedication — Sale of Town Lots—Discovery of Minerals — Order in Council—Statutes—Substituted Way—Priority of Claim—Declaration of Rights—Injunction: Coniagas Mines Limited v. Town of Cobalt, Coniagas Mines Limited v. Jacobson, 333.

6. Railway—Right of Way — Encroachment — Statutes—Trespass — Damages: Temiskaming and Northern Ontario Railway Commission v. Alpha Mining Co., 804.

See Constitutional Law, 2—Contract, 8, 13, 14—Parties, 3 — Principal and Agent, 3.

MINISTER OF FINANCE.

See Insurance, 14.

MINISTER OF THE CROWN.

See Constitutional Law, 2.

MISFEASANCE.

See Company, 12, 13—Highway, 5, 6.

MISREPRESENTATION.

See Fraud and Misrepresentation.

MISTAKE.

See Contract, 7—Master and Servant, 1—Vendor and Purchaser, 2—Way, 1.

MONEY IN COURT.

See Costs, 8, 10.

MONEY ORDERS.

See Principal and Agent, 1.

MORTGAGE.

1 Action for Foreclosure — Judgment—Principal Due by Virtue of Acceleration Clause—Default in Payment of Interest—Stay of Proceedings upon Payment of Interest—R. S. O. 1897 ch. 126, sched. B., cl. 16—Practice of High Court — Rules 387, 388, 389: Hazeltine v. Consolidated Mines Limited, 271, 994.

2. Foreclosure — Subsequent Incumbrancer Made Party in Master's Office and Foreclosed by Consent—Opening Foreclosure—Terms—Costs: Gilles v. Smith, 1108.

3. Mortgagees' Account — Allowance to Mortgagees for Expenditures in and about Care and Sale of Lands — Agreements between Mortgagees and Agent: Saskatchewan Land and Homestead Co. v. Leadlay, 397.

4. Power of Sale—Exercise of, by Reason of Interest Overdue—Payment of Interest — Application of Payment — Authority of Agent — Question of Fact — Action to Restrain Proceedings—Costs: Martin v. Hopkins, 100, 965.

See Company, 2, 14—Husband and Wife, 5—Infant, 3 — Lunatic — Sale of Goods, 5—Will, 8.

MORTGAGE COMPANY.

See Company, 14.

MOTION TO QUASH BY-LAW.

See Municipal Corporations, 9.

MOTORING.

Horse Frightened by Motor-car Left Unattended at Side of Highway—Obstruction—Liability of Owner of Car for Injury Caused by Horse Bolting—Negligence — Contributory Negligence—Onus — Motor Vehicles Act, secs. 10, 14, 18—Findings of Jury: McIntyre v. Coote, 1098.

MUNICIPAL CORPORATIONS.

1. By-law—Contract with Electric Power Company — Supply of Electrical Energy—Construction of Contract—Previous By-laws Authorizing Contract with Hydro-Electric Power Commission — Repugnancy—Necessity for Submitting By-law to Electors—Municipal Act, sec. 389, sec. 566, sub-sec. 4, cl. A 6, sec. 569, sub-sec. 5 — Commencement of Term — Uncertainty—Funds for Construction of Works and Purchase of Plant—Previous Application for Mandamus—Res Judicata—Period for which Contract Binding—Obligation for one Year — Appropriations in Future Years: Smith v. City of Hamilton and Hamilton Cataract Power Light and Traction Co., 66.

2. Drainage—Municipal Drainage Act—Claim for Payment for Construction Work—Assignment — Forum — Action in High Court—Summary Dismissal for Want of Jurisdiction—Powers of Drainage Referee: Bank of Ottawa v. Township of Roxborough, 1175.

3. Drainage—Overflow of Water—Injury to Building—Liability of Municipality—Evidence—Findings of Fact—Damages—Mode of Estimating—Reference—Fixing by Court on Appeal: Rudd v. Town of Arnprior, 172.

4. Drainage—Services of Engineer—Remuneration—Audit by County Court Judge—Municipal Drainage Act, sec. 5a—Jurisdiction—Absence of Written Request by Municipal Council—Condition Precedent—Delegation by Engineer of Clerical Work to Assistants—Ascertainment of Value of Assistants' Services—Quantum Meruit: Moore v. Township of March, 692.

5. Expropriation of Land—Water Supply—Compensation to Land-owner—Arbitration and Award—Principle of

Valuation — Amount of Compensation: Re Fitzpatrick and Town of New Liskeard, 806.

6. Injunction to Restrain Council from Passing By-law—Illegality of Election of Councillors — Powers of de Facto Council—Impropriety of Acting when Election Attacked — Refusal of Injunction—Costs: Martin v. City of St. Catharines, 559.

7. License for Bowling Alley—By-law—Forfeiture of License—Conviction of Servant of Licensee for Illegal Sale of Intoxicating Liquor on Bowling Alley Premises—Declaration of Invalidity of By-law and Consequent Forfeiture—Electricity Supplied to Consumers by Municipal Corporation —Servant of Licensee Tapping Main and Abstracting Electricity—Action for Value—Proof of Quantity Taken —Omnia Præsumuntur contra Spoliatorem — Evidence: Town of Sudbury v. Bidgood, 1094.

8. Local Improvement By-law—Construction of Sewer—Two-thirds Vote in City Council—Property Interest of Alderman—Interest as Ratepayer—Disqualification—Injunction: Elliott v. City of St. Catharines, 89; 18 O. L. R. 57.

9. Local Option By-law — Voting on —Municipal Act, sec. 173—Polling Places Crowded during Voting and Counting of Ballots—Violation of Secrecy of Ballot — Canvassing in Polling Places — Voting not Conducted in Accordance with Principles of Act—Motion to Quash By-law—Elector Desiring to be Heard by Counsel in Support of By-law: Re Service and Township of Front of Escott, 1215.

10. Payment for Sheep Killed and Worried by Dogs—Sheep Protection Act, sec. 18 — Damages — Discretion of Council—Municipal Act, 1903, sec. 537: Craig v. Township of Malahide, Liddle v. Township of Malahide, 686.

11. Sewers—Water Supply — Contract between City Corporation and Owners of Land in Adjacent Township for Use of City Sewer—Ultra Vires —Contract between City Corporation and Township Corporation—Annexation of Part of Township to City—Proclamation of Lieutenant-Governor —Confirmation of Contract—Specific Performance—Contract ultra Vires qua Contract—Operation of Proclamation—Validity—Same Effect as a Statute—Powers of Provincial Legislature — Delegation of Statutory Rights — Enforcement — Action—Parties—Amendment — Class Action —Plaintiff Suing in Representative Capacity — Connections with City Sewer — Construction of Proclamation—Conditions — Declarations — Costs: Township of Barton v. City of Hamilton, 1118.

12. Township By-law Licensing Erection of Magazine for Storing Gunpowder —Contract with Powder Company—Repeal of By-law—Mala Fides—Repudiation of Contract Acted upon by the Other Contracting Party—Expenditure of Money—Danger to Inhabitants of Township—Repealing By-law Quashed: Re Hamilton Powder Co. and Township of Gloucester, 661.

See Cemetery — Constitutional Law — Contract, 9, 16—Contribution, 2—Highway — Liquor License Act — Pleading, 4—Police Magistrate — Railway, 8—Street Railways, 4, 5—Way, 1.

MUNICIPAL ELECTIONS.

1. Controverted Election of Reeve—Property Qualification—Assessment for Sufficient Property—Remedy by Appeal—Interest in Property—Freehold Estate for Life—Dismissal of Former Motion owing to Defects in Recognisance: Rex ex rel. Ingoldsby v. Speirs, 611.

2. Deputy Reeve of Town—6 Edw. VII. ch. 35, sec. 1 (a)—Number of Qualified Voters on List Entitling Town to Deputy Reeve—Names Occurring more than once—Question of Right of Town to Deputy Reeve not Open on Proceeding to Set aside Election —Relator Voting at Election—Property Qualification of Deputy Reeve Elect—Freehold Property under Contract for Sale — "Actual Occupation"—Municipal Act, 1903, sec. 76 (f)—Exclusive Unqualified Right to Possession: Rex ex rel. Sharpe v. Beck, 457, 539.

3. Voters' List—Municipal Act 1903, sec. 148—"Last List of Voters Certified by the Judge and Delivered or Transmitted to the Clerk of the Peace under the Voters' Lists Act"—Certifying of Lists of 1909—Time—Completion on Sunday—Delivery to Clerk of Peace after Opening of Polls—Commencement of Election on Nomination Day—Necessity for Certification and Delivery before that Day — "Last List" the List for

1908 — Election Void because Proper List not Used—Saving Clause, sec. 204, not Applicable: Rex ex rel. Black v. Campbell, 553.

See Municipal Corporations, 6.

MURDER.

See Criminal Law, 6.

NATURAL GAS.

See Negligence, 2, 3.

NAVIGATION.

See Ship.

NEGLIGENCE.

1. Destruction by Fire of Wood Piled near Railway Siding—Escape of Fire from Engine—Proof of Negligence—Accumulation of Combustible Matter—Defective Condition of Screen: Scott v. Pere Marquette R. R. Co., 1113.

2. Explosion of Gas—Injury to Persons and Property—Cause of Explosion—Evidence—Liability of Gas Company Natural Gas — Proper Precautions: Harmer v. Brantford Gas Co., Holstock v. Brantford Gas Co., Williams v. Brantford Gas Co., 873.

3. Explosion of Natural Gas—Injury to Servants of Railway Company in Workshop — Liability of Railway Company—Master and Servant — Workmen's Compensation Act — Findings of Jury — Use of Proper Precautions — Inspection of Appliances — Liability of Gas Company — Defective System — Damages: Collins v. Toronto Hamilton and Buffalo R. W. Co., Perkins v. Toronto Hamilton and Buffalo R. W. Co., 165.

4. Injury to Linesman Working on Telegraph Pole—Injury by Live Wire—Master and Servant — Findings of Jury—Evidence — Liability — Contributory Negligence—Electric Company—Telegraph Company — Indemnity—Joint Tort-feasors—Relief over—Third Party Proceedings: Wright v. Port Hope Electric Co., 210.

See Carriers—Contribution, 2—Crops—Damages, 2, 4—Fire — Highway — Master and Servant — Master and Servant Act—Motoring—Particulars—Partnership, 2—Railway—Ship—Street Railways—Trial, 1, 3.

NEW TRIAL.

See County Courts—Damages, 2—Master and Servant, 3—Mines and Minerals, 2—Railway, 13, 14, 16—Release, 2—Street Railways, 1.

NEWSPAPER.

See Costs, 7.

NON-REPAIR OF HIGHWAY.

See Highway.

NONSUIT.

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

NOTICE.

See Carriers—Cemetery — Highway, 5, 7—Insurance, 13—Judgment, 2 — Vendor and Purchaser. 1, 3, 4.

NOTICE OF ACCIDENT.

See Master and Servant, 11.

NOTICE OF ASSIGNMENT.

See Company, 2.

NOTICE OF DISCONTINUANCE.

See Parties, 5.

NOVATION.

See Contract, 11.

NUISANCE.

See Highway, 6.

OBSCENE BOOKS.

See Criminal Law, 8, 9.

OBSTRUCTION OF HIGHWAY.

See Highway, 6.

OFFICIAL GUARDIAN.

See Devolution of Estates Act—Infant, 2.

OFFICIAL REFEREE.

See Discovery, 9.

ONTARIO RAILWAY AND MUNICIPAL BOARD.

See Street Railways, 1, 5.

OPTION.

See Contract, 6—Vendor and Purchaser, 4.

ORDER IN CHAMBERS.

See Practice, 3.

ORDER IN COUNCIL.

See Constitutional Law, 2—Mines and Minerals, 5 — Pleading, 4—Police Magistrate.

PARENT AND CHILD.

See Damages, 2—Fatal Accidents Act—Husband and Wife, 1—Infant, 1—Marriage.

PARLIAMENT.

See Discovery, 3.

PARLIAMENTARY ELECTIONS.

1. Controverted Election Petition — Presentation after Office Hours on Last Day — Dominion Controverted Elections Act — Extension of Time for Presentation—Powers of Court—Preliminary Objections: Re North Perth Dominion Election, 657.

2. Controverted Election Petition — Preliminary Objections—Hearing—Jurisdiction of Single Judge—Service of Petition—Order Extending Time for, after Expiry of Statutory Time, and for Substituted Service—Objection to Service—Whether Preliminary Objection—Waiver of other Objections—Jurisdiction to Extend Time—Proper Case for Extension and Substituted Service: Re West Peterborough Dominion Election, Burnham v Stratton, 16; 17 O. L. R. 612.

PARTICULARS.

Statement of Claim—Negligence—Explosion of Gas—Injury to Person—Discovery: Williams v. Brantford Gas Co., 605.

See Parties, 4—Slander.

PARTIES.

1. Addition of Co-plaintiffs—Consent of one of two Partners to Addition of Firm—Dissolution—Rule 206 (3)—Claim for Conversion of Shares of Stock—Action by Assignee of Firm for Benefit of Creditors—Rule 185—Plaintiffs all Seeking same Relief: Barber v. Wills and Kemerer, 870.

2. Joinder of Defendants—Cause of Action—Joint Liability—Tort: Tracey v. Toronto R. W. Co. and Grand Trunk R. W. Co., 15.

3. Joinder of Plaintiffs — Rule 185 — Right to Relief in Respect of same Series of Transactions — Claims by Miners against Directors of Mining Company for Wages — Joining 16 Claims in one Action — Judgments Recovered against Company by 14 Plaintiffs—Position of Plaintiffs who have not Recovered Judgments: Hebert v. Evans, 632, 682.

4. Joinder of Plaintiffs—Rule 185—Right to Relief in respect of same Series of Transactions—Claims by Shareholders of Company against another Shareholder for Fraudulently Procuring them to Sell their Interests—Joining 5 Claims in one Action—Cross-actions for Commission—Consolidation—Stay of Cross-actions—Leave to Counterclaim—Amendment — Particulars: Knick v. Aikens, Aikens v. Knick, 630.

5. Third Party Procedure — Settlement between Plaintiff and Defendant — Notice of Discontinuance Served by Defendant on Third Parties—Rule 430 (1)—"Plaintiff"—O. J. Act, sec. 2 (5): Bucknall v. Mitchell, 44.

See Constitutional Law, 2—Insurance, 4, 9—Mines and Minerals, 1—Mortgage, 2—Municipal Corporations, 11—Negligence, 4—Pleading, 4—Vendor and Purchaser, 8—Will, 11 — Writ of Summons, 1.

PARTNERSHIP.

1. Cheque Payable to Firm—Indorsement and Deposit by Partner in Bank to Credit of Another Firm—Liability of Bank to Partner Deprived of Proceeds of Cheque—Discount of Cheque—Absence of Knowledge or Suspicion and of Negligence—Apparent Authority of Partner Making Deposit—Breach of Trust—Participation in—Trover — Conversion of Cheque: Ross v. Chandler, 247.

2. Firm of Real Estate Agents—Registration of Certificate of Partnership—Moneys Paid to Manager of Business — Moneys Paid to Firm as Agents for Lessee of Premises Desiring to Procure Substitute as Lessee—Liability of Firm—Liability of Persons Registered as Partners, but not in Fact Partners—No Necessity for Registering Partnership, not Being a Trading Partnership—Liability

of Principals: Stitt v. Arts and Crafts Limited, 730.

3. Mining Syndicate—Liability of Members for Debt Incurred after Applications for Membership, but before Effective Acceptance — Costs: McKim v. Bixel, 726.

See Bankruptcy and Insolvency, 2—Company, 11—Guaranty—Judgment, 2—Parties, 1—Principal and Agent, 3—Writ of Summons, 1.

PAYMENT.

See Contract, 5—Master and Servant, 7—Mortgage, 4—Promissory Notes, 1—Solicitor, 3, 5.

PAYMENT INTO COURT.

See Cemetery—Costs, 8, 10—Infant, 2—Injunction—Insurance, 8, 14—Interpleader, 2—Railway, 7.

PAYMENT OUT OF COURT.

See Infant, 2—Insurance, 14 — Railway, 7.

PENALTY.

See Discovery, 2.

PETITION.

See Parliamentary Elections.

PETROLEUM BOUNTY ACT.

See Appeal to Court of Appeal, 1.

PHARMACIST.

Sale of Poison—Prescription for Horse—Addition of Poison to Prescription—Pharmacy Act, R. S. O. 1897 ch. 179, sec. 26—Amending Act, 6 Edw. VII. ch. 25—Incorporated Company of Pharmacists—Shop not Managed by Director Qualified as Pharmacist—Damages for Loss of Horse: McGibbon v. J. P. Lawrason Co., 1168.

PHYSICAL EXAMINATION.

See Discovery, 7.

PLANS.

See Mines and Minerals, 4, 5—Principal and Agent, 4—Public Schools—Vendor and Purchaser, 1.

PLEADING.

1. Counterclaim—Defendants to Counterclaim—Receivers and Managers under Order of Court — Proceeding against, without Leave of Court—Motion to Strike out Counterclaim—Appeal: Sovereign Bank v. Parsons, 314.

2. Statement of Claim—Action Transferred from Division Court—Plaintiff not Confined to Claims within Jurisdiction of Division Court: Gage v. Nash, 461.

3. Statement of Claim — Extension of Time for Delivery—Time Limit for Bringing Action—Application to Delivery of Statement of Claim—Con. Rules 243, 353—Costs: McDonald v. London Guarantee and Accident Co., 403.

4. Statement of Claim—Motion to Strike out—Rule 261—Reasonable Cause of Action — Action not Frivolous or Vexatious—Dismissal of Action or Stay of Proceedings—Municipal Corporation—Contract with Hydro-Electric Power Commission—Action to Declare Invalid—Statutes — Orders in Council—Parties—Fiat of Attorney-General — Fraud and Misrepresentation — Amendment — Ultra Vires—Discretion — Appeal—Order in Chambers—Rule 1278: Beardmore v. City of Toronto, Smith v. City of London, 198, 207, 519,

5. Statement of Claim—Motion to Strike out as Embarrassing — Enticing Plaintiff's Husband to Leave her—Cause of Action: Weston v. Perry, 246.

6. Statement of Defence — Action for Slander—Amendment of Statement of Claim—Limiting Complaint to a Part of the Words Spoken by Defendant—Innuendo: Foster v. Macdonald, 671.

7. Statement of Defence—Embarrassment or Irrelevancy—Action for Trespass and False Imprisonment — Defence Setting out Facts and Pleading "Not Guilty by Statute"—Conviction — No Allegation of Quashing: Titchmarsh v. Graham, Titchmarsh v. McConnell, 618, 683.

8. Statement of Defence — Motion to Strike out — Action by Judgment Creditors to Set aside Conveyances of Land — Defence that Judgment Satisfied—Qui tam Action—Amendment: Ontario Asphalt Co. v. Cook, 283.

See Discovery, 2, 5—Costs, 5—Judgment, 1—Jury Notice, 2—Libel—

POISON.

POLICE MAGISTRATE.

POLICE OFFICERS.

POLLING PLACES.

POSTPONEMENT OF TRIAL.

POWER OF SALE.

PRACTICE.

PREFERENCE.

PRESCRIPTION.

PRESUMPTION.

PRINCIPAL AND AGENT.

to be Erected for Company—Findings of Trial Judge—Reversal in Part by Divisional Court—Further Appeal—Amount of Remuneration—Evidence: Lennox v. Hyslop, 814.

5. Judgment Obtained against Agent — Election—Claim to Rank upon Assets of Company (Principal) in Winding-up Proceedings: Re Toronto Cream and Butter Co., Luxton's Claim, 673.

See Broker—Contract, 5—Discovery, 8—Mortgage, 4—Partnership — Vendor and Purchaser, 8—Writ of Summons, 2.

PRINCIPAL AND SURETY.

See Contribution, 1—Guaranty—Master and Servant, 1.

PRIVATE WAY.

See Way.

PRIVILEGE.

See Easement.

PROCLAMATION.

See Municipal Corporations, 11.

PRODUCTION OF DOCUMENTS.

See Discovery, 8, 9.

PROFITS.

See Contract, 9.

PROHIBITION.

See Coroner—Master and Servant Act.

PROMISSORY NOTES.

1. Accommodation Indorsement—Transfer to Bank as Collateral Security for Debt of Maker of Note—Transactions between Bank and Maker—Release of Note—Payment — Action to Recover Amount Paid — Fraud and Misrepresentation — Statute of Limitations—Appeal—Costs: Evans v. Bank of Hamilton, 374.

2. Action by Payee against Indorser — Liability of Indorser—Bills of Exchange Act—"Negotiated"—Authority of Decisions—Agreement — Recitals — Estoppel: McDonough v. Cook, 808.

3. Action on, by Bank—Defence—Failure of Consideration — Onus—Inference from Facts — Purchase of Shares: Sovereign Bank v. McIntyre, 509.

4. Indorser Adding his Signature as Maker — Immaterial Alteration — Implied Assent of Original Maker: Lyttle v. Foell, 738.

5. Liability of Indorser—Release of Security—Discharge of Indorser—Evidence: Wade v. Livingstone, 708.

See Husband and Wife, 6—Injunction—Judgment, 2, 3—Solicitor, 3.

PROPERTY AND CIVIL RIGHTS.

See Constitutional Law.

PROPERTY QUALIFICATION.

See Municipal Elections, 1, 2.

PROSPECTUS.

See Company, 3.

PROVINCIAL LEGISLATURE.

See Constitutional Law—Municipal Corporations, 11.

PROXIES.

See Company, 5, 10.

PUBLIC POLICY.

See Constitutional Law, 2—Contract, 12.

PUBLIC SCHOOLS.

Board of Trustees—Contract—Architect—Preparation of Plans for School Building—Payment for—Powers of Board — Rate of Remuneration — Quantum Meruit — Costs: Erb v. Dresden Public School Board, 503.

QUANTUM MERUIT.

See Contract, 1 — Municipal Corporations, 4—Public Schools—Timber, 2.

QUEBEC LAW.

See Discovery, 8—Husband and Wife, 4—Insurance, 13.

RAILWAY.

1. Animals Killed on Track—Fences — Negligence of Owner—Nonsuit Set aside: Armour v. Grand Trunk R. W. Co., 264.

2. Animals Killed on Track—Intersection of Railway with Highway — Cows Driven by Boy of Ten Years—Rail-

way Act, R. S. C. 1906 ch. 37, secs. 294, 294 (3)—"Competent Person"—Negligence — Failure of Servants of Railway Company to Give Warning of Approach of Train—Evidence—Findings of Jury — Motion for Nonsuit: Sexton v. Grand Trunk R. W. Co., 566; 18 O. L. R. 202.

3. Animals Killed on Track—Negligence—Railway Act, R. S. C. 1906 ch. 37, sec. 254, sub-sec. 3 — Fences — Inclosed and Improved Land—Damages: McCracken v. Canadian Pacific R. W. Co., 412.

4. Carriage of Goods—Delivery to Company—Neglect of Company to Pay Tolls for Carriage—Dominion Railway Act, secs. 344, 345—Seizure of Goods by Railway Company—Retention after Attempt to Sell—"Seize"—Carriers' Lien—Seizure not Maintainable after Absolute and Unconditional Delivery to Consignee—"Tolls" — Demand — Insolvency of Consignee Company — Winding-up Order — Action by Liquidator for Conversion—Tort—Measure of Damages—Set-off: Cisdell v. Kingston and Pembroke R. W. Co., 626; 18 O. L. R. 169.

5. Carriage of Horses — Liability for Loss—Negligence — Damages—Contract Limiting Liability—Approval of Board of Railway Commissioners—Specific Contract — General Approval of Class—Railway Act, R. S. C. 1906 ch. 37, secs. 284, 340: Sutherland v. Grand Trunk R. W. Co., 321; 18 O. L. R. 139.

6. Destruction by Fire at Station of Goods Left for Carriage—Liability of Railway Company — Carriers — Warehousemen — Evidence — Request for Car to Ship Goods in — Contract—Implied Incorporation of Usual Shipping Terms—Exemption from Liability: Everist v. Grand Trunk R. W. Co, 1063.

7. Expropriation of Land—Compensation—Award—Interest—Powers of Arbitrators—Dominion Railway Act — Moneys Paid into Court by Railway Company—Interest thereon at Legal Rate Payable to Land-owner—Motion for Payment out—Costs: Re Clarke and Toronto Grey and Bruce R. W. Co., 699.

8. Expropriation of Lands Owned by City Corporation — Right of Lessee to Compensation—Possession after Expiration of Lease — Provision in Lease for New Lease—Interest in Land—Railway Act—Date of Ascertaining Compensation—Deposit of Plan—Damages—Costs: Canadian Pacific R. W. Co. v. Brown Milling Co., 301; 18 O. L. R. 85

9. Farm Crossing — Overhead Bridge Maintained for 50 Years—Destruction by Company without Authority from Board of Railway Commissioners—Neglect to Provide any Crossing for Short Period—Construction of Level Crossing—Order of Board for Construction of Overhead Bridge — —Damages for Delay in Providing Proper Crossing—Injury to Land-owner—Inconvenience—Injury Caused by Construction of New Overhead Bridge — Remedy — Application to Board—Dominion Railway Act—Action—Costs: Kelly v. Grand Trunk R. W. Co., 781.

10. "Farm Crossing"—Private Crossing Used for Purposes of Business of Brick-yard — Agreement of Railway Company to Provide — Means of Egress to Public Highway—Easement—Prescription—Estoppel — Railway Act, 1888, sec. 191 — Covenant to Maintain Crossing — Equivalent of Reservation—Construction of Statutes — Headings and Side-notes — Operation of Railway—Severance of Land—Evidence — Inconvenience — Injunction: Toronto Hamilton and Buffalo R. W. Co. v. Simpson Brick Co., 215; 17 O. L. R. 632.

11. Injury to and Consequent Death of Person Crossing Track — Engine Shunting Reversely — Absence of Statutory Warning — Evidence — Negligence—Contributory Negligence—Findings of Jury: Hobley v. Grand Trunk R. W. Co., 294.

12. Injury to and Consequent Death of Person Crossing Track — Injury Done by Engine of another Railway Company Using Tracks under Agreement with Defendants—Cars Placed on Tracks by other Company so as to Obstruct View of Deceased — Fault of Station Agent Paid by Defendants—Findings of Jury—Cause of Accident — Negligence of other Company—Station Agent Servant of both Companies—Circumstances of Employment—Damages—Fatal Accidents Act — Pecuniary Interest of Father in Continuance of Life of Lad of 14 — Excessive Damages: Hansford v. Grand Trunk R. W. Co., 1184.

13. Injury to and Consequent Death of Servant — Collision of Trains—Evi-

RESCISSION OF SALE.

See Mechanics' Liens, 2.

RESTRAINT OF TRADE.

See Covenant.

RETAINER.

See Solicitor, 2.

REVOCATION.

See Will, 13.

RIGHT OF WAY.

See Easement—Way.

ROAD.

See Highway.

SALARY.

See Contract, 6.

SALE OF GOODS.

1. Action for Price—Contract—Failure to Fill Requirements of — Tests — Evidence—Acceptance of Goods by Conduct—Retention—Failure to Notify Vendors — Defects in Goods—Right to Deduction from Price—Counterclaim for Damages—Measure of Damages—Property not Passing—Construction of Contract—Special Terms — Judgment — Reference—Scope of—Interest: Royal Electric Co. v. Hamilton Electric Light and Cataract Power Co., 791.

2. Action for Price—Defence—Reliance on Statements and Warranties—Correspondence and Catalogue—Defects in Goods Supplied—Failure of Consideration: Pacific Coast Pipe Co. v. City of Fort William, Pacific Coast Pipe Co. v. Newman, 427.

3. Action for Price—Inspection—Place of Delivery—Acceptance of Part—Subsequent Return—Defects in Quality—Evidence—Breakages in Transit: Ramsay v. New York Central and Hudson River R. R. Co., 431.

4. Conditional Sale—Default in Payment of Price—Repossession by Vendor—Contract of Sale — Construction—Judgment Recovered against Vendee—Merger—Election to Treat Contract as Absolute Sale — Laches—Conditional Sales Act—Conversion: Utterson Lumber Co. v. H. W. Petrie Limited, 104; 17 O. L. R. 570.

5. Conditional Sale — Property Remaining in Vendors — Machinery with Manufacturers' Name Stamped thereon—Conditional Sales Act—Machinery Affixed to Freehold—Rights of Mortgagees of Freehold—Construction of Statute — Registration of Mortgage before Machinery Affixed: Goldie & McCulloch Co. v. Town of Uxbridge, 696.

6. Conditional Sale—Right of Vendor to Resume Possession upon Default—Contract—Alteration — Evidence—Company — Powers of Provisional Directors—Conditional Sales Act—Goods Marked with Name of Vendor—Contract not Filed with Clerk of County Court: Re Kurtze and McLean Limited, Petrie v. London and Western Trusts Co., 308.

7. Contract—Breach of—Action by Purchasers for Damages — Jurisdiction of Court—Arbitration Clause in Contract—Waiver by Parties—Making of Contract — Correspondence — Broker's Bought and Sold Notes—Terms of Contract — Car-loads of Prime Apples—Custom of Trade at Place of Delivery—Meaning of "Car-loads"—Meaning of "Prime"—Delivery of Part of Goods—Refusal to Accept—Inferiority of Quality—Evidence—Deficiency in Quantity—Vendors not Shipping Second Car-load—Damages—Purchase to Fill Contract—Difference between Contract and Market Prices: Aspegren & Co. v. Polly and White, 442.

8. Manufactured Article — Action for Price — Defence that Article not Suitable for Purpose for which Sold—Evidence — Tests — Good Faith: Canadian Rubber Co. v. Connor, 1020.

See Damages, 3, 5.

SALE OF LAND.

See Dower — Injunction — Mechanics' Liens, 2—Vendor and Purchaser.

SALE OF POISON.

See Pharmacist.

SATISFACTION OF JUDGMENT.

See Company, 4.

SCALE OF COSTS.

See Costs, 3—Trial, 3.

SCHOOLS.

See Public Schools.

SCIENTER.

See Criminal Law, 8.

SEAL.

See Vendor and Purchaser, 4.

SECURITY FOR COSTS.

See Appeal to Court of Appeal—Appeal to Divisional Court—Appeal to Supreme Court of Canada—Costs, 4-10.

SEDUCTION.

See Release, 2.

SELLING OBSCENE BOOKS.

See Criminal Law, 8, 9.

SERVICE OF PETITION.

See Parliamentary Elections, 2.

SERVICE OUT OF JURISDICTION.

See Writ of Summons.

SETTLEMENT.

See Contract, 8.

SETTLEMENT OF ACTION.

See Discovery, 4—Parties, 5—Release, 1.

SET-OFF.

See Contract, 4, 6—Railway, 4.

SEWER.

See Municipal Corporations, 8, 11.

SHARES.

See Account — Banks and Banking—Broker — Company — Contract, 13, 14, 15—Judgment, 3—Parties, 1, 4—Promissory Notes, 3.

SHEEP PROTECTION ACT.

See Municipal Corporations, 10.

SHIP.

1. Collision — Rules of Navigation—Determination as to Vessel in Fault—Precautions—Special Circumstances—Damages—Loss of Profits: Lake Ontario Steamboat Co. v. Fulford, 1217.

2. Tug and Tow—Damage to Tow by Stranding — Negligence of Tug—Inevitable Accident—Duties of Tug and Tow — Evidence — Look-out—Damages—Limitation of Liability—Imperial Merchants Shipping Acts—Dominion Act respecting Navigation of Canadian Waters—Construction of Statutes—Effect of Headings Prefixed to Sections—Effect of Revised Statutes—Repeal of Previous Statutes—Duty of Revisers: Fullum v. Waldie Brothers, 236.

See Contract, 5—Damages, 1—Timber, 2.

SLANDER.

Pleading—Statement of Defence—Justification — Particulars—Fair Comment—Mitigation of Damages—Provocatory Challenge—Irrelevant Matters — Embarrassment — Scope of Trial—Specific Charges: Foster v. Macdonald, 1012, 1211.

See Discovery, 2—Pleading, 6.

SOLICITOR.

1. Bill of Costs—Order for Taxation—Amendment of Bill: Re Solicitors, 57.

2. Bill of Costs—Services — Retainer—Cesser on Death of Client — Evidence as to Further Retainer by Executors—Reference to Taxation: Royce & Henderson v. National Trust Co., 1159.

3. Bills of Costs—Right to Taxation—Time of Application — Payment—Acceptance of Promissory Notes—Conditional Payment unless otherwise Agreed—Evidence: Re Solicitors, 680.

4. Bills of Costs—Taxation—Delivery of New Bills—Action—Election—Costs: Re Solicitors, 273.

5. Delivery and Taxation of Bill of Costs — Payment or Retention of Lump Sum for Costs—Waiver of Bill—Subsequent Application within a Month—Bill for Larger Amount than that Paid: Re Solicitor, 357.

See Costs, 4—Discovery, 5—Husband and Wife, 5—Release, 2—Vendor and Purchaser, 7.

SPECIFIC PERFORMANCE.

See Contract, 13—Husband and Wife—Landlord and Tenant, 1—Municipal Corporations, 11—Vendor and Purchaser.

STAKEHOLDER.

See Interpleader, 2.

STATED CASE.

See Company, 3.

STATUTE OF FRAUDS.

See Contract, 14 — Limitation of Actions, 1.

STATUTE OF LIMITATIONS.

See Contract, 1—Fences—Highway, 1—Insurance, 10—Landlord and Tenant, 3—Limitation of Actions—Promissory Notes, 1—Receiver—Vendor and Purchaser, 1—Will, 12.

STATUTES.

See Cemetery — Constitutional Law—Crops — Easement — Fatal Accidents Act — Highway, 3, 6—Insurance, 11 — Liquor License Act—Mines and Minerals, 5, 6—Municipal Corporations, 11 — Pharmacist — Pleading, 4—Railway, 10—Sale of Goods, 5—Ship, 2—Street Railways, 5—Will, 5.

STAY OF EXECUTION.

See Appeal to Court of Appeal, 11—Consolidation of Actions.

STAY OF PROCEEDINGS.

See Constitutional Law, 1—Costs, 5—Mortgage, 1, 4—Parties, 4—Pleading, 4.

STIFLING PROSECUTION.

See Contract, 12.

STOP ORDER.

See Broker, 2.

STREET RAILWAYS.

1. Injury to Person Attempting to Enter Car—Order of Ontario Railway and Municipal Board—Entrance not Permitted by Front Door of Car—Failure to Post Notice on Door—Evidence of Negligence—Other Grounds of Negligence not Passed on by Jury—Judge's Charge—New Trial—Dismissal of Action: McGraw v. Toronto R. W. Co., 129; 18 O. L. R. 154.

2. Injury to Person Crossing Track — Collision with Car — Negligence—Contributory Negligence — Findings of Jury: Goodyear v. Toronto and York Radial R. W. Co., 648.

3. Injury to Person Crossing Track—Negligence—Excessive Speed—Findings of Jury—No Reasonable Evidence to Support—Dismissal of Action — Person Injured at Fault: Brill v. Toronto R. W. Co., 114.

4. Municipality Assuming Ownership — Award — "Value" of Railway — Franchises and Privileges—Principle of Valuation—R. S. O. 1897 ch. 208, sec. 41 (1)—7 Edw. VII. ch. 56, sec. 6 — Net Permanent Revenue Capitalized — Remission to Arbitrators: Re Town of Berlin and Berlin and Waterloo Street R. W. Co., 157.

5. Ontario Railway and Municipal Board Jurisdiction — Control and Management of Railway by Commissioners—Agreement between two Municipalities — Ownership of Railway—Ontario Railway Act, 1906—Special Act — New Board of Management: Re Port Arthur Electric Street R. W. Co., 811.

See Damages, 4—Way, 1.

SUBPŒNA.

See Coroner.

SUMMARY CONVICTION.

See Liquor License Act.

SUMMARY JUDGMENT.

See Costs, 1—Judgment — Mechanics' Liens, 1.

SUMMARY TRIAL.

See Criminal Law, 8, 9.

SUNDAY.

See Municipal Elections, 3.

SUPPLEMENTARY REVENUE ACT.

See Mechanics' Liens, 2.

SUPREME COURT OF CANADA.

See Appeal to Supreme Court of Canada.

SURETY.

See Contribution, 1—Guaranty.

SURGEON.

See Discovery, 7.

SURVEY.

See Highway, 3.

SURVEYS ACT.

See Mines and Minerals, 4, 5—Way, 1.

SURVIVORSHIP.

See Will, 7.

SYNDICATE.

See Contract, 12—Partnership, 3—Vendor and Purchaser, 8.

TAX SALE.

See Easement.

TAXATION OF COSTS.

See Executors and Administrators—Solicitor.

TAXES.

See Assessment and Taxes.

TELEGRAPH COMPANY.

See Contract, 7—Negligence, 4.

TENDER.

See Broker, 1.

TERRITORIAL JURISDICTION.

See Coroner.

THEFT.

See Principal and Agent, 1.

THIRD PARTIES.

See Negligence, 4—Parties, 5.

THREATS.

See Criminal Law, 8—Release, 2.

TIMBER.

1. Claim for Services in Sawing Logs—Adjustment of Amount — Lien on Logs — Destruction by Fire—Continuation of Lien as against Insurance Moneys Representing Value of Logs—Interest of Lienor—Advances by Bank to Owners of Logs—Rights of Bank: Chew v. Caswell, 548.

2. Raft of Ties Floated down Streams and Towed on Lake—Timber Slide Companies Act, R. S. O. 1897 ch. 194—Tolls for Use of Slide Company's River Improvements — Estimate of Number of Ties—Right to Tolls—Non-compliance with secs. 40 and 43 of Statute—Agreement as to Tolls—"Just Toll"—"Lawful Toll"—Lien for Driving and Improvements—Loss by Allowing Ties to Pass into Lake—Towage of Ties—Claim for — Evidence — Contract—Quantum Meruit—Rate of Payment—Delay — Lien for Towage — Carrier's Lien — Loss by Delivery of Ties—Maritime Lien—"Raft" not a "Ship" or "Vessel"—Waiver: Pigeon River Lumber Co. v. Mooring, 190.

See Contract, 10—Fire.

TIME.

See Appeal to Supreme Court of Canada, 2, 3—Contract, 11, 13, 15—Municipal Elections, 3—Parliamentary Elections, 1, 2—Pleading, 3—Solicitor, 3—Vendor and Purchaser, 9.

TITLE TO LAND.

See Highway, 1, 3—Vendor and Purchaser.

TOLL ROAD.

See Highway, 6.

TOLLS.

See Railway, 4—Timber, 2.

TORT.

See Parties, 2—Railway, 4.

TOWAGE.

See Timber, 2.

TRADING COMPANY.

See Company, 2.

TRESPASS.

1. Absence of Injury — No Damages—Landlord and Tenant—License by Tenant to Strangers to Cross Land—Costs: Kinnear v. Shannon, 502.

2. Division Fence—Dispute as to Boundaries — Finding of County Court Judge—Appeal—Consent of Parties to Court Disposing of Appeal as Arbitrators—Costs: Graham v. Ruddell, 518.

3. Injury to Building—Damages—Injunction: Ayerhart v. Weinstein, 377.

See Contract, 10—Limitation of Actions, 3—Mines and Minerals, 6 — Pleading, 7—Way, 1.

TRIAL.

1. Action for Negligence — Findings of Jury—Questions and Answers—Injury Caused by Defendants' Negligence — Question whether Plaintiff could have Avoided Injury by Exercising Reasonable Care — Answer, "He might have"—Construction—Contributory Negligence: Badgeley v. Grand Trunk R. W. Co., 683.

2. Application for Postponement—Illness of Plaintiff — Inability to Undergo Examination for Discovery — Evidence — Physicians — Detectives: Stow v. Currie, 591.

3. Findings of Jury — Interpretation—Negligence — Contributory Negligence — Ultimate Negligence—Damages — Scale of Costs: Keown v. Windsor Essex and Lake Shore Rapid R. W. Co., 950.

4. Preliminary Question of Law—Application for Separate Hearing before Trial—Rule 66, Exchequer Court: Berliner Gramophone Co. v. Columbia Phonograph Co., 53.

See Jury Notice—Marriage — Railway, 14—Venue.

TROVER.

See Partnership, 1.

TRUSTS AND TRUSTEES.

See Cemetery—Company, 15—Contract, 8—Insurance, 13, 14 — Mines and Minerals, 1—Partnership, 1—Public Schools—Will, 2, 5.

ULTIMATE NEGLIGENCE.

See Trial, 3.

UNDERTAKING.

See Discovery, 5.

UNDUE INFLUENCE.

See Release, 2.

USE AND OCCUPATION.

See Landlord and Tenant, 3.

VALUATION.

See Street Railways, 4.

VENDOR AND PURCHASER.

1. Contract for Sale of Land—Action for Specific Performance — Reference as to Title—Possessory Title of Vendor to Strip of Land Laid out as Lane upon Plan—Knowledge of Purchaser —Conveyances of Lands Adjoining Lane by Reference to Plan—Easement — Extinguishment — Statute of Limitations — Intention to Renounce Right — Evidence as to Notice—Effect of Notice: Currah v. Ray, 652, 1071.

2. Contract for Sale of Land—Attempted Cancellation by Vendors — New Agreement with Sub-purchaser — Evidence to Establish—Negotiations with Agent of Vendors—Assignment of Rights of Original Purchaser—Sub-purchaser Taking Possession — Improvements under Mistake of Title—R. S. O. 1897 ch. 119, sec. 30 —Lien — Compensation — Costs: Colonial Loan and Investment Co. v. Longley, 388.

3. Contract for Sale of Land—Failure of Vendor to Convey—Crown Lands—Appropriation for Town Site—Notice — Damages — Improvements Made by Purchaser: Monaghan v. Ontario Veterans Land Co., 187.

4. Contract for Sale of Land—Option—Consideration — Seal —Extension—Notice — Continuing Offer—Acceptance—Specific Performance: Thompson v. Skill, 887.

5. Contract for Sale of Land — Title—Charge or Lien—Registered Bond—Personal Obligation: Re Eagan and Dawson, 694.

6. Contract for Sale of Land — Title—Power of Executors to Sell—Legal Estate and Power of Sale Impliedly Given by Will—Application under Vendors and Purchasers Act: Re Sherman and Keenleyside, 487.

7. Contract for Sale of Land—Vendor's Action for Specific Performance—Objections to Title — Rescission of Contract — Solicitor's Letter—Finding of Trial Judge—Reference as to Title — Appeal — Judgment as Entered not Conforming with Judgment as Pronounced—Amendment on Appeal—Costs: Bird v. Lavallee, 1197.

8. Contract for Sale of Land and Business—Sale to Syndicate—Subsequent Sale to another Person—Rights of Members of Syndicate — Fraud — Agreement to Compromise—Authority of Agent—Right to Repudiate—Specific Performance — Vendors — Parties — Amendment — Costs — Damages: Clisdell v. Lovell, 748.

9. Contract for Sale of Leasehold Interest in Land—Action for Specific Performance — Vendor Holding Lands under Sub-lease—Objection of Purchaser—Waiver—Time—Approval of Assignment—Existence of Easement or Right of Way not Known to Purchaser — Inaccurate Description of Property—Materiality — Validity of Objection — Dismissal of Action—Unfounded Charges of Fraud — Costs: Dineen v. Young, 722.

10. Deed—Restrictive Covenants—Building Scheme — Release of Covenants by Assignee of Covenantee—Rights of Owners of other Parts of Same Block of Land—Intention—Absence of Privity: Cosmopolitan Club v. Lavine, 687.

See Injunction—Mechanics' Liens, 2.

VENDORS AND PURCHASERS ACT.

See Dower.

VENUE.

1. Change — Convenience—Witnesses—Postponement of Trial—Payment of Additional Expense: Gorman v. Hope Lumber Co., 643.

2. Motion to Change — Convenience—Expense — Witnesses: Brown v. Windsor Essex and Lake Shore Rapid R. W. Co., 766.

3. Motion to Change—County Court Action—Contract — Representations of Agent — Convenience — Appeal — Costs: Empire Cream Separator Co. v. Pettypiece, 740, 902.

4. Naming Place of Trial in Writ of Summons not Specially Indorsed—Effect of—Subsequent Naming of another Place in Statement of Claim—Practice: St. Mary's and Western R. W. Co. v. Webb, 903.

See Costs, 5.

VOTERS' LISTS.

See Municipal Elections, 3.

VOTING.

See Municipal Corporations, 9.

WAGES.

See Company, —Master and Servant Act—Parties, 3.

WAIVER.

See Company, 4—Contract, 3, 6, 16—Costs, 5—Insurance, 4—Parliamentary Elections, 2—Sale of Goods, 7—Solicitor, 5—Timber, 2—Vendor and Purchaser, 9.

WAREHOUSEMEN.

See Railway, 6.

WARRANT OF COMMITMENT.

See Criminal Law, 3, 8, 9 — Division Courts, 1.

WARRANT TO ARREST.

See Coroner.

WARRANTY.

See Damages, 5—Sale of Goods.

WATER AND WATERCOURSES.

See Municipal Corporations, 3, 5.

WAY.

1. Private Lane in City—Surveys Act, R. S. O. 1897 ch. 181, sec. 39, not Applicable — Trespass — Tracks Laid and Cars Run by Street Railway Company—Consent of City Engineer—Mistake—Damages for Permanent Injury to Private Property: Brett v. Toronto R. W. Co., 552.

2. Private Way—Easement — Boundaries of Land — Injunction — Buildings: Young v. Belyea, 423.

See Easement — Highway — Railway, 17—Vendor and Purchaser, 9.

WEIGHTS AND MEASURES.

See Contract, 5.

WILL.

1. Construction — Annuities—Income—Distribution of Estate—Hotchpot—Increase or Diminution of Annuities—Surplus—Ratable Distribution: Re Sisson, 620.

2. Construction—Bequest in Trust for Maintenance of Lunatic Child — Trustee to Retain Unexpended Balance—Child Dying before Testator—Claim of Trustee to Whole Sum Bequeathed — Intestacy — Lapse: Re Shannon, 378, 1003.

3. Construction — Bequest of "Balance of the Rents" to Widow after Payment of Annuity to Daughter—Death of Daughter in Lifetime of Testator —Widow Entitled to Whole of Rents —Repairs Charged against Rents— Payment of Debts — Charge on Realty after Exhaustion of Personalty — Apportionment of Charge— Costs: Re Brown Estate, 597.

4. Construction—Bequest of "Goods and Chattels" — Book Debts Included: Re McGarry, 982.

5. Construction — Devise — Church Societies—Sale of Lands Devised, Pursuant to Statute — Ademption or Extinguishment of Devise — Operation as to Proceeds of Sale—Interpretation of Statute—Lands Unsold at Death of Testator — Trusts — Power of Sale—Distribution of Proceeds: Re Spragge, 741.

6. Construction — Devise — Devisee not Excluded from Share of Residue— Devise not a Legacy: Re Read, 508.

7. Construction — Devise — Life Estate Contingent on Survivorship: Re Millington Estate, 366.

8. Construction — Devise of Life Estate in Lands not Owned by Testator— Mortgage Held by Testator on Lands —Sale by Testator of Part of Lands —Finding that Nothing Due on Mortgage—Illusory Devise — Claim against Estate for Compensation— Right of Devisee of Life Estate to Share in Residue—"Pecuniary Legatees"—Costs: Kennedy v. Kennedy, 984.

9. Construction—Direction to Set apart Fixed Sum to be Realised out of Lands—Sale of Lands in Lifetime— Direction in Respect of that Event— Direction as to Balance of Proceeds of Sale — Sum Realised Less than Sum Fixed: Re Crysler, 613, 1138.

10. Construction — Residuary Clause— Division of Income of Residue among Children Nominatim with Substitution of Grandchildren—Death of one Child before Period for Distribution of Corpus—Share of Income of Deceased Child—Devolution upon Next of Kin: Re Stephens, 998.

11. Construction — Vested Estates Subject to be Divested—Period of Ascertainment of Class—Unborn Children —Persons Interested — Representation—Parties: Re Walton, 87.

12. Devise — Recovery of Possession — Statutes of Limitation—Maintenance —Entry on Land—Legacies: McKinnon v. Spence, 186.

13. Express Revocation by Subsequent Testamentary Document — Validity of Subsequent Document as Revocation—Invalidity of Bequests Made by Subsequent Document — Dependent Relative Revocation — Oral Testimony — Inadmissibility — Costs of Contestation: Freel v. Robinson, 1164.

See Account—Contract, 1—Infant, 2—Insurance, 6, 7, 8, 11, 12—Vendor and Purchaser, 6.

WINDING-UP.

See Company, 2, 7-16—Insurance, 14—Principal and Agent, 5—Railway, 4.

WORDS.

"Actual occupation" — See Municipal Elections, 2.
"As being due"—See Costs, 3—County Courts.
"Balance of the rents"—See Will, 3.
"Bushel"—See Contract, 5.
"By-laws in force"—See Liquor License Act, 1.
"Car-loads"—See Sale of Goods, 7.
"Competent person"—See Railway, 2.
"Crops"—See Crops.
"Did not give a satisfactory account of himself"—See Criminal Law, 5.
"Discoveries or advances in the electric art"—See Contract, 9.
"Embarrassing"—See Libel.
"Exception"—See Contract, 2.
"Farm crossing"—See Railway, 10.
"Frequenter"—See Criminal Law, 5.
"Good and workmanlike manner"—See Contract, 3.
"Goods and Chattels"—See Will, 4.
"Habitual"—See Criminal Law, 5.
"Indicate"—See Mines and Minerals, 2.
"Interested in"—See Covenant.
"Judge of the High Court"—See Appeal to Divisional Court.
"Just toll"—See Timber, 2.
"Last list of voters" — See Municipal Elections, 3.
"Lawful toll"—See Timber, 2.
"Legal heirs"—See Insurance, 7.
"Negotiated"—See Promissory Notes, 2.
"Occupant"—See Liquor License Act, 5.
"Operate"—See Criminal Law, 1.
"Originating in his territory" — See Principal and Agent, 2.

"Pecuniary legatees"—See Will, 8.
"Permit"—See Liquor License Act, 5.
"Plaintiff"—See Parties, 5.
"Prime"—See Sale of Goods, 7.
"Privilege"—See Easement.
"Process"—See Division Courts, 1
"Raft"—See Timber, 2.
"Rendering"—See Contract, 4.
"Reservation"—See Contract, 2.
"Seize"—See Railway, 4.
"Ship"—See Timber, 2.
"Surviving children, share and share alike"—See Insurance, 11.
"Temporarily or permanently engaged"—See Insurance, 3.
"Tolls"—See Railway, 4.
"Value"—See Street Railways, 4.
"Vessel"—See Timber, 2.
"Wholly within the jurisdiction of the council"—See Highway, 2.
"Without prejudice"—See Broker, 1.

WORK AND LABOUR.

See Contract, 16.

WORKMEN'S COMPENSATION ACT.

See Master and Servant, 5, 9, 10, 11—Negligence, 3—Railway, 15.

WRIT OF SUMMONS.

1. Service out of Jurisdiction—Rule 162 (e), (g) — Railway — Carriage of Goods—Contract—Connecting Lines — Necessary or Proper Party — Agency — Partnership — Place of Contract — Place of Performance: Clegge v. Grand Trunk R. W. Co., 570.

2. Service out of Jurisdiction—Rules 162, 163—Affidavit — Sufficiency—Cause of Action — Agent's Commission on Sale of Goods—Place of Payment—Breach of Contract—Place of Acceptance — Correspondence—Forum Discretion—Conditional Appearance: Nixon v. Jamieson, 634, 911.

See Venue, 4.

SUPPLEMENT.

The following cases, reported in the Ontario Weekly Reporter, Volume XII., are now reported in the Ontario Law Reports:—

Adolphustown Voters' List, Re, 12 O. W. R. 827, 17 O. L. R. 312.
(*Parliamentary Elections — Voters' Lists.*)

Biggar v. Kemp, 12 O. W. R. 628, 700, 17 O. L. R. 360.
(*Parties — Substitution — Mortgage Action.*)

Cannon, Re, 12 O. W. R. 171, 17 O. L. R. 352.
(*Extradition—Bribery.*)

Coxwell and Village of Hensall, Re, 12 O. W. R. 279, 936, 17 O. L. R. 431.
(*Municipal Corporations—Local Option By-law—Voting.*)

Eby-Blain Co. v. Montreal Packing Co., 12 O. W. R. 578, 912, 17 O. L. R. 292.
(*Chose in Action—Assignment of Book Debts—Notice.*)

Ferguson, Re, 12 O. W. R. 1143, 17 O. L. R. 576.
(*Bankruptcy—Examination of Insolvent.*)

Freeman v. Canadian Guardian Life Insurance Co., 12 O. W. R. 781, 17 O. L. R. 296.
(*Company—Shares—Forfeiture.*)

Gates v. Seagram, 12 O. W. R. 1192, 17 O. L. R. 493.
(*Appeal to Court of Appeal—Leave.*)

Gliddon v. Yarmouth Public School (Section 17) Trustees, 12 O. W. R. 1001, 17 O. L. R. 343.
(*Public Schools—Salary of Teacher.*)

Guest v. Knowles, Re Robertson, 12 O. W. R. 1201, 17 O. L. R. 416.
(*Contempt of Court—Newspaper Comment.*)

Hickey and Town of Orillia, Re, 12 O. W. R. 68, 433, 17 O. L. R. 317.
(*Municipal Corporations—Local Option By-law—Voting.*)

Higgins v. Canadian Pacific R. W. Co., 12 O. W. R. 1030, 18 O. L. R. 12.
(*Railway—Animals Killed on Track.*)

Ing Kong v. Archibald, 12 O. W. R. 592, 997, 17 O. L. R. 484.
(*Destruction of Intoxicating Liquors — Proprietary Medicines—Costs.*)

Jacobson v. Beaver Silver Cobalt Mining Co., 12 O. W R. 803, 17 O. L. R. 496.
(*Foreign Judgment—Defence—Fraud.*)

Johnson v. Dominion of Canada Guarantee and Accident Iusurance Co., 12 O. W. R. 980, 17 O. L. R. 462.
(*Accident Insurance.*)

Johnston v. Wade, 12 O. W. R. 951, 17 O. L. R. 372.
(*Company—Winding-up — Debentures—Bills of Sale Act.*)

McGrath and Town of Durham, Re, 12 O. W. R. 149, 1091, 17 O. L. R. 514.
(*Municipal Corporations—Local Option By-law—Voting.*)

Mercer v. Canadian Pacific R. W. Co., 12 O. W. R. 1212, 17 O. L. R. 585.
(*Railway — Carriage of Horses — Contract.*)

Milligan v. Toronto R. W. Co., 12 O. W. R. 967, 17 O. L. R. 530.
(*Negligence—Street Railways.*)

Milligan v. Toronto R. W. Co., 12 O. W. R. 1103, 17 O. L. R. 370.
(*Appeal to Supreme Court of Canada —Amount in Controversy—Interest.*)

Norton v. Bertie Public School (Section 6) Trustees, 12 O. W. R. 1249, 17 O. L. R. 413.
(*Division Court Appeal — Public Schools Act.*)

Pennock v. Mitchell, 12 O. W. R. 767, 17 O. L. R. 286.
(*Negligence—Ice—Rights of Navigation.*)

Quart v. Eager, 12 O. W. R. 735, 18 O. L. R. 181.
(*Vendor and Purchaser—Covenant—Restraint on Alienation.*)

Rex v. Calcutt Brewing Co., 12 O. W. R. 1045, 17 O. L. R. 363.
(*Liquor License Act—Sale by Brewers.*)

Rex v. Degan, 12 O. W. R. 1047, 17 O. L. R. 366.
(*Liquor License Act—Evidence—Shorthand Notes—Consent.*)

Rex v. Fogarty, 12 O. W. R. 1026, 17 O. L. R. 643.
(*Liquor License Act—Evidence—Shorthand Notes—Consent.*)

Rex v. Gill, 12 O. W. R. 742, 18 O. L. R. 234.
(*Criminal Law—Summary Trial—Warrant of Commitment.*)

Rex v. Grand Trunk R. W. Co. and Canadian Pacific R. W. Co., 12 O. W. R. 975, 17 O. L. R. 601.
(*Nuisance—Railway — Watchmen—Indictment.*)

Rex v. Leach, 12 O. W. R. 1016, 17 O. L. R. 643.
(*Liquor License Act—Evidence—Shorthand Notes—Consent.*)

Rex v. Legros, 12 O. W. R. 983, 17 O. L. R. 425.
(*Criminal Law—Perjury—Evidence.*)

Rex v. Reid, 12 O. W. R. 819, 17 O. L. R. 578.
(*Liquor License Act—Second Offence — Jurisdiction—Habeas Corpus.*)

Rex v. Treanor, 12 O. W. R. 1175, 18 O. L. R. 194.
(*Criminal Law — Selling Intoxicating Liquors to Railway Employees.*)

Rex v. Warilow, 12 O. W. R. 789, 17 O. L. R. 284.
(*Liquor License Act—Evidence—Shorthand Notes—Consent.*)

Rex v. Warilow, 12 O. W. R. 1026, 17 O. L. R. 643.
(*Liquor License Act — Second Offence —Evidence.*)

Rex v. Wellman, 12 O. W. R. 822, 17 O. L. R 583.
(*Liquor License Act—Second Offence—Jurisdiction.*)

Rex ex rel. Bawkes v. Letherby, 12 O. W. R. 664, 675, 17 O. L. R. 304
(*Municipal Elections — Proclamation — Warrant.*)

Rogers and London and Canadian Loan and Agency Co., Re, 12 O. W. R. 1295, 18 O. L. R. 8.
(*Landlord and Tenant—Arbitration — Evidence.*)

Scott and Patterson, Re, 12 O. W. R. 637, 17 O. L. R. 270.
(*Municipal Corporations — Contract — Hydro-Electric Power Commission.*)

Smith v. Reid, 12 O. W. R. 659, 17 O. L. R. 265.
(*Particulars—Negligenve.*)

Stuart v. Bank of Montreal, 12 O. W. R. 958, 17 O. L. R. 436.
(*Husband and Wife — Guaranty—Independent Advice.*)

Williams v, Pickard, 12 O. W. R. 1051, 17 O. L. R. 547.
(*Water and Watercourses — Ownership of Bed of Stream.*)

Williams and Town of Brampton, Re, 12 O. W. R. 1235, 17 O. L. R. 398.
(*Municipal Corporations—Local Option By-law—Petition.*)